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The Solicitors' Journal
and Weekly Reporter.

LONDON, JANUARY 19, 1907.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Result of the Law Society Poll.

THE POLL taken last week resulted in the carrying of the resolution, which was defeated at the meeting on the 14th of December, by 1,169 votes against 609. Less than a fourth of the members voted, and we imagine they included a fair proportion of country members from districts having easy access to London. The London members did not, apparently, poll very strongly, but we believe that "pairs" were adopted in many cases. The result of a poll by postcards sent out by the requisitionists to country members is stated to have shewn a still greater preponderance in favour of the resolution. We need hardly say that we regard the appointment of the Committee with great satisfaction. It contains many men well known for moderation and sound judgment, and we believe it may be safely trusted to suggest regulations which will satisfy the public and not prove unduly irksome to practitioners. It should be observed that with the appointment of the Committee the daily newspapers' correspondence and attacks on solicitors have ceased.

The Mode of Voting on a Law Society Poll.

IT WILL be seen from the agenda for the Law Society meeting next week, which we print elsewhere, that a number of notices of motion for altering the mode of voting on a poll have been given. Probably the President's motion, requesting the Council to consider and report to an early special general meeting as to the best means of ascertaining, by bye-laws within the powers of the Charter, the opinions of the whole body of the members upon questions upon which a poll has been demanded and granted at a general meeting, will be carried; it appears to afford the best means of securing carefully framed and efficient regulations for polling by voting papers. A meeting can hardly discuss in detail the elaborate regulations proposed by one of the notices of motion.

The Long Vacation.

THE COUNCIL of Judges have decided (although, it is understood, by no mean unanimously) to alter the date for the commencement of the Long Vacation to the 1st of August and the date for the commencement of the Michaelmas Sittings to the 12th of October, and it is expected that the alteration will come into operation on the 1st of August next. The result will be to cut off nearly a fortnight from the busiest sittings of the year,

but, fortunately, the Trinity Sittings begin this year on the 28th of May, instead of on the 12th of June, the date of their commencement last year, so that probably less inconvenience will arise. There will, however, inevitably occur a press of urgent applications during the last days of the sittings, since it will be difficult for dilatory practitioners to bear in mind that the doors of the Royal Courts will be closed on the 1st of August. It would be a great convenience if the stringent regulations as to vacation business could be relaxed during the first Long Vacation under the new arrangement.

Company Trustees.

In *Earl of Aberdeen v. Drury* (*Times*, 12th inst.) an application was made to Mr. Justice SWINFEN EADY by three trustees for the appointment of "Dr. Barnardo's Homes—National Incorporated Association," a corporation created and registered under the Companies Acts, as sole trustee in their place. The trust deed provided that the number of trustees should not be reduced below three. No objection was taken to the proposed appointment, but SWINFEN EADY, J., refused the application, saying (as reported) that "the language of the trust deed was too strong for him." In a similar case a colonial judge (New South Wales) has taken the opposite view, though there too the application was unopposed. In *Re Shanahan* (1891, 7 W. N. N. S. W. 114) an application was made for the appointment of the Permanent Trustee Co. of New South Wales (Limited) as new trustee in place of two trustees, and the will contained a direction that there should never be less than two trustees. OWEN, J., said: "I think I can appoint the company sole trustee in spite of the direction in the will; it is different from appointing an individual sole trustee." The company was accordingly appointed sole trustee.

Representation by Seller that Goods Manufactured by Another Person Have Been Manufactured by the Seller.

A QUESTION of some novelty has, we are informed, arisen in one of the large manufacturing towns of the North. The law with regard to what are called "passing off" cases is well settled—that one man has no right to put off his goods for sale as the goods of a rival trader, and cannot be allowed to use names, marks, letters, or other indicia by which he may induce purchasers to believe that the goods which he is selling are the manufacture of another person. But there is a remarkable absence of authority as to the right of one who hears that goods manufactured by him have been sold by another as being of the seller's own manufacture, to apply for an injunction to restrain such sales in future. It may be said that the manufacturer would have great difficulty in proving that he had sustained, or was likely to sustain, damage by reason of any such sales. But an unscrupulous rival who wished to undersell his competitors might think that it would be worth his while to purchase their goods and resell them as being of his own manufacture at a lower price. The loss which he would sustain by this transaction he would look upon in the same light as the expenses of advertisement. We believe that there are well-known cases in which authors or artists have been suspected of selling work as their own which was in fact the work of another person, but we can find no case in which such a fraud has been followed by legal proceedings.

Evasion of the Law in the United States.

HEINRICH LUDWIG FULDA, in a paper which he has recently published in a German periodical, gives us his experience of the laws, and the respect for these laws, in the United States of America. He observes that, properly speaking, a person travelling much about the country must carry in his head the variegated pattern of forty-six different State codes if he wishes to be secure from coming anywhere into conflict with the existing law. "This is especially true with regard to the provisions for the observance of Sunday and the consumption of liquors. The remedy of the American citizen is not to combat these restrictions, but to do his best to evade them. Evasion of the law has been developed into a veritable art. For example, in Chicago, until recently, men played with ten pins instead of nine pins, the reason being that the game of nine pins had been prohibited in the State of Illinois. In a Western city saloons

must be closed on Sunday. Accordingly, the front door of the largest and most elegant café, which I wished to visit with some friends on Sunday, was strongly barricaded, but when we entered through a back door, we could only with difficulty find an unoccupied table. In the first hotel at Washington you cannot get on Sundays anything to drink if you do not eat at the same time, and what you eat must be a hot dish. A cold dish will not do. What must you then do if, after the principal meal, you have a sinful longing for a glass of beer? A simple thing is to order a hot sandwich and then you may drink to your heart's content. The laws were made to be obeyed, but they are not taken literally, and evasion of them is tolerated." We believe that, allowing for a little embellishment, there is ground for these criticisms, which may perhaps be explained by the hurry and excitement of a community which is so absorbed in business as to have no time to devote to the amendment of its laws.

Wife Claiming to be "Lodger" of her Husband.

A QUESTION of some general interest came under consideration a few days ago in the West London police-court. The defendant, a certified bailiff, was summoned by a married woman, under section 2 of the Lodgers' Goods Protection Act (34 & 35 Vict. c. 79), on the ground that he had been guilty of an illegal distress upon her goods, and that she was entitled to an order for their restoration. The Act, as is well known, enacts that if any superior landlord shall levy a distress on the goods of a lodger for rent due by his immediate tenant, the lodger may serve the landlord or bailiff employed to levy the distress with a declaration that the goods are the property, and in the possession, of the lodger, and stating what rent is due from the lodger, and the lodger may pay this rent to the landlord or bailiff, and if the landlord or bailiff go on with their proceedings after being served with this declaration, and after payment of the rent due from the lodger, they shall be guilty of an illegal distress. It appeared that the complainant and her husband, an undischarged bankrupt, carried on a lodging-house, and though her husband was accepted as tenant, he only occupied one room in the basement, the other rooms being used by his wife, who paid him a weekly rent. In answer to the magistrate, she said she provided the housekeeping money out of the takings from the lodgers. A distress having been levied by the superior landlord, she made a declaration in accordance with the Act. It was admitted that when on a previous occasion the wife's furniture was seized for rent, she made no claim under the Act. The magistrate dismissed the summons, and we are not furnished with the grounds of his decision, but presume he was not satisfied that the wife was a *bona fide* lodger within the meaning of the section. The statute does not give any definition of the term "lodger," but it must probably mean a lodger according to the understanding of the word by the majority of persons conversant with the mode of letting houses to lodgers and under-tenants. Adopting this construction, it would not be generally supposed that the relation of lodger existed between the plaintiff and her husband, and the decision of the magistrate will command general approval.

Contingent Claims Against Estates.

AN IMPORTANT decision upon the power of the court to direct the distribution of an estate by executors without making provision for contingent liabilities has been given by NEVILLE, J., in *Re King, Mellor v. South Australian Land, &c., Co.* (1907, 1 Ch. 72). In most of the cases the question of future contingent liabilities has arisen in connection with leasehold property, and it was formerly the practice to order a fund to be set apart as an indemnity to the executors. This, however, was in general rendered unnecessary by the Law of Property Amendment Act, 1859 (22 & 23 Vict. c. 35), which provided, by section 27, that upon an executor satisfying all liabilities accrued due and assigning the lease to a purchaser, he should be at liberty to distribute the estate without retaining any part to meet any future liability. And, as was pointed out by KINDERSLEY, V.C., in *Dodson v. Sammell* (1 Dr. & Sm. 575), where an executor was distributing assets under the direction of the court, any indemnity was in principle unnecessary, since the executor

was sufficiently protected by the authority of the court. "It is difficult," he said, "to reconcile [the indemnity] with the acknowledged principle, now at least well settled, that a decree or order of the court directing the administration and application of the assets is of itself a complete and perfect indemnity to [the executor], provided he keeps back nothing which ought to be disclosed to the court." The indemnity fund might, indeed, be regarded as established for the benefit of the contingent creditor, and this would be a substantial reason for retaining it, but it was held in *King v. Malcott* (9 Hare 692), that such creditor has no equitable interest which the court will recognize. It was suggested by BYRNE, J., in *Re Nixon* (1904, 1 Ch. 638), that the order of the court might not be a complete protection to the executor if, by reason of privity of estate, he was under a legal liability in respect of the covenants of the lease, but, subject to this qualification, he held that the assets should be ordered to be distributed without retaining any indemnity fund. In the present case of *Re King* (*suprd*) the question arose in regard to liability for uncalled capital upon shares which had been held by the testator. The beneficiaries were willing to take over the shares and to give the executors a personal indemnity, but the directors, who had an absolute power to refuse transfers, had refused to register transfers to them. Inasmuch, however, as the executors were under no personal liability to the company, there was no reason for retaining an indemnity fund for their protection. They would, as NEVILLE, J., observed, be sufficiently protected by the order of the court made in the administration of the estate, and no such fund could be required on behalf of the company. This was equivalent to a declaration that the company would have to be satisfied with the personal liability of the beneficiaries, and in this way apparently the objection of the company to accepting them as transferees would be got over.

Confirmation of Sales by Private Acts.

A LIMITED owner who is contracting to sell land to a public body which has the powers of the Lands Clauses Act, 1845, may sell under section 7 of that statute, in which case the purchase-money will be fixed by valuation under section 9, or he may sell under the power conferred upon him by the Settled Land Acts, in which case he must agree the price himself. If, however, neither of these modes is adopted, but the limited owner enters into an agreement for sale of the fee simple, which is afterwards confirmed by a private Act of Parliament, is the agreement so confirmed one which is binding on the persons entitled in remainder? This question WARRINGTON, J., has in *Re Earl of Wilton's Settled Estates* (1907, 1 Ch. 50) answered in the affirmative. Under a compound settlement the settled estates stood limited to uses under which the Earl of WILTON was tenant for life, and there was an infant tenant in tail in remainder. In April, 1904, the tenant for life entered into an agreement to sell part of the property to the Corporation of Manchester at a price to be fixed by arbitration. It was provided that the contract should be conditional on the sanction of Parliament by local Act being given to the corporation to purchase the lands and execute the intended works, and to confirm the contract. Subsequently a private Act was obtained by the corporation, which provided, *inter alia*, that the contract, which was set forth in a schedule to the Act, "is hereby confirmed and made binding on the parties thereto respectively, and the same shall and may be carried into effect accordingly." The remainderman was not represented before Parliament upon the passing of the Bill. Inasmuch as the purchase price was to be ascertained by arbitration, the contract was not one which it was competent for the vendor to make as tenant for life under the Settled Land Acts, and at first sight it does not appear as though it could be confirmed by private Act so as to bind persons who were not parties to the passing of the Act. "Every man," it was said in *Lucy v. Lovington* (1 Vent., p. 176), in a passage quoted by WARRINGTON, J., in the present case, "is so far party to a private Act of Parliament as not to gainsay it, but not so as to give up his interest." But this must be taken subject to the qualification that parties not before Parliament may be bound, if the Act necessarily implies that such was the intention of Parliament, and when Parliament confirms a contract entered into by the tenant for life for sale of the fee it can hardly be denied that there is an implication of an intention that all persons interested

in the fee shall be bound. Moreover, it was one of the terms of the present contract that the award as to the purchase price should be final and binding upon all the parties hereto respectively and upon all parties interested in the said Wilton estates," and when Parliament directed that the agreement should be carried into effect, it thereby confirmed this clause and made the sale binding upon the remainderman. It is to be observed that the sale of the fee was properly made by the tenant for life under his statutory powers except as to the ascertainment of the purchase price, so that the private Act did not deprive the remainderman of the land; it merely indicated a method of ascertaining the purchase-money which was beyond the competency of the tenant for life.

Disorderly Conduct at Public Meetings.

THE RIGHT of holding public meetings is largely exercised wherever the English language is spoken, and the duties of the chairmen who preside over these assemblies are not in ordinary cases attended with difficulty. But the chairman is occasionally called upon to repress rude and violent interruption of the speakers, or, as a last resource, to direct the expulsion of those who continue to disturb the proceedings. An order to seize and eject a disturber, using no unnecessary violence, may involve the person giving the order in an action of trespass, and we are not surprised that the Legislature of one of our most important Colonies, Victoria, has brought in a Bill to prevent disorderly conduct at public meetings. The Public Meetings Bill provides that every person who, in or near any hall, room, or building in which a public meeting is being held, behaves in a riotous, indecent, offensive, or insulting manner, or uses any threatening, abusive, or insulting words, shall be guilty of an offence, and be liable on conviction before a court of petty sessions to a fine not exceeding £5, or to imprisonment not exceeding one month. The chairman of any public meeting is also empowered to verbally direct any member of the police force who is present to remove persons guilty of the conduct described. An order to a police constable to remove persons guilty of disorderly conduct must in some cases be taken to mean that the intelligent officer is to determine who are the persons who have been guilty, and to proceed to remove them. If a mistake is made, and some peaceful individual is dragged out, will the Act deprive him of any remedy by action at law against the chairman? This question may sooner or later be raised in the Australian court.

Motor Cyclists and Their Liabilities.

MANY ENGLISHMEN could express a decided opinion as to whether the use of a motor cycle is a noisy nuisance, but the question has not, so far as we are aware, been referred to the High Court. But the Sixth Court of the Tribunal of the Seine has just had to consider how far this energetic and noisy vehicle can be an interference with the rights of the public. LABESSE, a carman, was leading his waggon along the road, when, at a turning, the brothers CHERILLON, each mounted upon a motor cycle, came along at full speed. The horses leading the waggon took fright, and twisting round, threw down and trampled upon the unfortunate carman, whereby he was so injured as to be obliged to undergo amputation of the right arm. The insurance company who had insured the master of LABESSE against accident brought an action to recover damages against the two motor cyclists, but the court decided against the claim. The judgment is as follows: "Considering that it is admitted that the horses took fright, and that this was the cause of the accident, that it is the duty of the owner of horses to train them in such a manner that they may be able to bear without alarm the ordinary noises of the road, otherwise the use of railway trains, which often run by the side of a highway, would be seriously impeded. It must follow, therefore, that the action of the company cannot be maintained." The reasoning of this judgment is not unlike that in *Rex v. Pease* (4 B. & Ad. 30), where a railway, authorized by a special Act, was parallel with, and adjacent to, an ancient highway, and the locomotive engines frightened the horses of a person using the road. It was held that an indictment of the company for a nuisance could not be maintained, the court thinking that it was not unreasonable

that part of the public should sustain inconvenience for the benefit of the rest. Motor cycles have not been expressly authorized by the Legislature, but it is probably too late to contend that their use is illegal.

Extravagance at Circuit Messes.

THE NEWSPAPERS of Berlin inform us that the Emperor is about to take measures to repress the luxury prevailing among the officers of the Prussian army, and that recently, while at a mess dinner, he expressed his annoyance at the delicacies and the French champagne and other expensive wines which were served at the table. His Majesty wishes that in future the dinner should consist of several plain dishes, with red or white table wine and a glass of German champagne with the joint. We remember to have thought some years ago that a similar reform might with advantage have been introduced in the bar mess of one of our larger circuits. The dinner was certainly in no way remarkable for refinements in cookery, but champagne, during the heat of summer, was served *de die in diem*. Opinions may vary as to whether this luxury was suitable for the physical and mental vigour of the junior bar, but there can be little doubt that it was not in keeping with their ordinary expenditure. A usage by which men in modest circumstances are day after day compelled to contribute to the cost of expensive wines is in no way deserving of support. We can only hope that some beverage, at least as wholesome and much cheaper, may be substituted. British champagne is, of course, out of the question, as no wine is sold by that description.

The Trial of Mr. Thaw.

THE DAY fixed for the trial of Mr. THAW, charged with murder in New York, is approaching, and grave doubts are expressed as to whether a fair trial can be had owing to the state of local feeling in the city. In several recent criminal cases in the United States the trial of the prisoner has been subjected to extraordinary delay by what would in England be considered as an undue exercise of the power of challenging jurors. But dispatch was not always the rule in English criminal procedure. In HOWARD's work on Prisons he says that at Hull they used to have the assize but once in seven years: "PEACOCK, a murderer, was in prison for near three years before his trial; the principal witness died and the murderer was acquitted. They now have it once in three years."

Illegal Lottery at a Church Bazaar.

THE MAXIM that ignorance of the law does not excuse persons from the consequences of their acts is well illustrated by a prosecution under the Lotteries Act, 1802 (42 Geo. 3, c. 119), in the police-court of Glasgow. The minister of the Parkhead Parish Church, Glasgow, and his session clerk and secretary, who had taken part in a bazaar in which a watch was offered as a prize to the person who should succeed in guessing the precise second at which the watch would stop, after it had been wound up, were the defendants. Ignorance of the law may, however, be admitted as some ground for lenity in the imposition of penalties, and the defendants were accordingly fined the nominal sum of five shillings.

Collateral Covenants.

THE distinction between covenants in a lease which touch the demised property, and which consequently run with the term or with the reversion, and covenants which are collateral and run with neither, has come down from *Spencer's case* (5 Rep. 16a), but what covenants touch the demised property and what are collateral may still, as the judgment of JELF, J., in the recent case of *Dewar v. Goodman* (reported elsewhere) shews, be matter of grave debate. In that case a lease of land for eighty-nine years had been granted in 1820 by Lord WINDSOR and others to WHITEHEAD, and it contained a covenant to keep all buildings erected on the land in repair, with a proviso for re-entry on breach of the covenant. The reversion became in 1904 vested in the Chelsea Development Co. (Limited). The term had become in 1886 vested in one BARNES, and in that year he granted to HUMPHREY an underlease of part of the land with two houses upon it for twenty-two-and-a-half

years (the residue of the term), less three days, at a peppercorn rent. The underlease contained covenants by the lessor (1) for quiet enjoyment in the usual restricted form; (2) for the performance of the covenants contained in the superior lease so far as they related to or affected the part of the property included in the superior lease, but not demised by the underlease; and (3) for indemnity to the underlessee. The underlease contained the usual definition of "lessor" and "lessee" so as to include the representatives and assigns of the parties to it, and it also provided that the lessor's covenants and indemnity were entered into and given with the intention of binding the lessor and his representatives only whilst he or they continued to hold the reversion on the term granted by the underlease, and of binding, so far as could be done, any other persons for the time being entitled to such reversion. Subsequently, all the land comprised in the superior lease, except certain portions previously disposed of, but including the portion demised by the underlease, became vested in the defendant, GOODMAN, for the residue of the head term, subject to the underlease; and the plaintiff, DEWAR, became the assignee of the sub-term.

These devolutions of title were all complete by 1904, and at that time the property remaining in the head lease included a large number of houses. The position was then as follows: The freehold reversion was vested in the Chelsea Development Co., who, under the lessee's covenants contained in the head lease, were entitled to have the houses kept in repair, or, in default, to re-enter. The leasehold reversion expectant on the sub-term was vested in the defendant, who, as between himself and the company, was bound to repair all the houses comprised in the head lease, and who, had he been the original underlessor, would have been bound, as between himself and the underlessee, to repair all such houses except the two which were sub-demised, and to indemnify the underlessee against any breach of this obligation. And the sub-term was vested in the plaintiff, who, if the last-mentioned obligations in the underlease ran with the sub-term and the reversion immediately expectant on it, was entitled to enforce such obligations against the defendant, but not otherwise.

The question whether covenants in a lease run with the term depends partly on the persons defined in the lease as being affected by the covenant, and partly upon its nature; and, when the covenant runs with the term, then it runs with the reversion also under 32 Hen. 8, c. 34. And sections 10 and 11 of the Conveyancing Act, 1881, though they relax the strictness with which the devolution of the lessor's title must be proved, do not further alter the law. Provided the covenant relates to some matter, whether now existing or hereafter to be brought into existence, which touches the land, it is capable of running with the term; and it will always do so in regard to things *in esse*, but, as to things *in futuro*, only when "assigns" are expressly mentioned (though see *Minshall v. Oakes* (2 H. & N. 792)). If, on the other hand, the covenant does not relate to anything to be done on the demised land, whether in respect of existing or future property, it is collateral, and does not run with the term. "Although," it was resolved in *Spencer's case* (*suprd*), "the covenant be for the lessee] and his assigns, yet if the thing to be done be merely collateral to the land, and doth not touch or concern the thing demised in any sort, there the assignee shall not be charged. As if the lessee covenants for him and his assigns to build a house upon land of the lessor which is no parcel of the demise, or to pay any collateral sum to the lessor, or to a stranger, it shall not bind the assignee, because it is merely collateral, and in no manner touches or concerns the thing that was demised, or that is assigned over; and therefore in such case the assignee of the thing demised cannot be charged with it, no more than any other stranger." And, as just observed, the same principle governs the liability of the assignee of the reversion.

In the present case of *Dewar v. Goodman* the defendant had failed to perform his obligation to repair the houses comprised in the head lease of 1820, as provided by the covenant in that lease. A notice to repair about 200 houses comprised in that lease, but not including the two demised by the underlease, had been served on him or his predecessor in title, and had not been complied with. Consequently, in 1905, the company sued the defendant and obtained judgment for possession of all the

property still remaining subject to the lease of 1820. Under this judgment the plaintiff was ejected from the two houses comprised in the underlease, and he sued the defendant accordingly for damages for breach of the covenants contained therein. Hence it was necessary to determine whether these covenants were merely collateral, or whether they touched the land so that the burden of them ran with the leasehold reversion expectant on the sub-term.

As already stated, the covenants were, first, for quiet enjoyment; secondly, for the performance of the covenants in the head lease; and, thirdly, for indemnity. An express covenant for quiet enjoyment is limited to the acts of the lessor and those claiming under him, and does not protect the lessee from eviction by a superior landlord, even though such eviction is the result of the default of the immediate landlord: *Kelly v. Rogers* (1892, 1 Q. B. 910). Hence the plaintiff was bound to rely upon the second and third covenants, and in particular upon the second. Now, inasmuch as this only imposed upon the covenantor the obligation of performing the covenants of the head lease in regard to the property comprised in that lease, but not comprised in the underlease, it did not directly touch any property comprised in the underlease; and *prima facie*, therefore, it might be regarded as a collateral covenant. The effect, however, of the breach of the covenant had been to deprive the plaintiff of his property, and hence indirectly, at any rate, it touched the land. This, it was argued for the plaintiff, was sufficient to prevent it from being merely collateral, and to bring it within the class of covenants which are capable of running with the land. A somewhat similar question was raised in *Doughty v. Bowman* (11 Q. B. 444). There by the head lease the lessee covenanted to build four additional houses on the premises, and there was a proviso for re-entry on breach of covenant. The houses were not built and the lessee sub-demised the premises to the plaintiff, and covenanted with him to perform or effectually indemnify him against the covenants in the head lease. The covenant did not mention the assigns of the underlessor. The underlessor assigned to the defendant. The plaintiff was evicted by the superior landlord for breach of the covenant to build, and he claimed damages from the defendant on the covenants in the underlease. It was contended that the covenant was in effect an enlarged covenant for quiet enjoyment, and that, just like a covenant for quiet enjoyment, it ran with the land, although assigns were not mentioned. But the court treated it either as a covenant for indemnity simply, which would be personal and not run with the land; or, if it was severable into a covenant to perform the obligations of the head lease and a covenant to indemnify, then the former part, being for the erection of houses, could not run with the land because "assigns" were not mentioned.

Doughty v. Bowman differed from the present case in that there the covenant in the underlease was broken by the failure of the underlessor to perform an obligation of the head lease relating to property comprised also in the underlease; in the present case the covenant in the underlease was broken by the failure of the underlessee to perform an obligation of the head lease relating to property not comprised in the underlease. In *Doughty v. Bowman* the covenant, if severable, would have availed for the underlessee if assigns had been named, but viewed in this aspect it gives no help in the present case. Here "assigns" were mentioned, but this was immaterial if the covenant was in fact collateral. Hence *Doughty v. Bowman* is only relevant so far as it dealt with the effect of the covenant in the underlease as an enlarged covenant for quiet enjoyment, and that case appears to deny that it could, upon this ground, be treated as running with the land.

In the present case JELLY, J., though he did not regard *Doughty v. Bowman* as settling the question, took the same view. It was contended, he said, for the plaintiff that the effect of the second covenant was to enlarge the ordinary restricted covenant for quiet enjoyment into a covenant for quiet enjoyment without interruption by the superior landlord on account of breach of covenant by the defendant. But this, he considered, was only an indirect assertion that the covenant to perform the covenants in the head lease ran with the land. He put aside, therefore, all reference

to the covenant as in effect an enlarged covenant for quiet enjoyment, and considered only whether it did or did not so touch the demised land as to run with the term and the reversion. Indirectly it clearly touched it, for the reason already given. Through breach of the covenant the plaintiff had lost the land. But the learned judge held that this was not enough, and that a covenant must be treated as collateral unless it directly affects the land demised. Undoubtedly there is authority for this view. In *Mayor of Congleton v. Pattison* (10 East, 130), for instance, LEBLANC, J., said that the question was "whether the thing covenanted to be done or not to be done immediately affects the land itself or the mode of occupying it." It may be suggested, however, that to apply this to the present case unduly restricts the operation of the covenant. The covenant is entered into by the underlessor for the sole purpose of securing the underlessee in the enjoyment of the demised premises, and, though it does not relate to anything to be done upon them or to their mode of user, it seems to be too closely concerned with them to be treated as simply collateral. It is not, as in *Mayor of Congleton v. Pattison*, a covenant entered into for some ulterior purpose, but a covenant intended directly for the benefit of the demised premises. It is to be hoped that the question may be further considered in the Court of Appeal.

Trade Unions and Members of Parliament.

THE decision of the Divisional Court (DARLING and PHILLIMORE, JJ.) in *Steele v. South Wales Miners' Federation* (reported elsewhere) is important as an affirmation of the power of trade unions to make levies upon their members for the purpose of paying Members of Parliament who will advocate their views, but technically it is useful as an addition to the cases which are gradually educating the meaning of the restriction contained in section 4 of the Trade Union Act, 1871. Apart from that Act, such associations as are popularly known as trade unions are unlawful, and hence agreements entered into for the purpose of carrying out their objects are not enforceable. The Act of 1871 in legalizing these objects would at the same time have made all such agreements enforceable, and hence would have conferred upon the courts a general power of intervening in their affairs whenever a breach of an agreement between the members was alleged. This, however, was prevented by section 4 of the Act, which provided that nothing in the Act should enable any court to entertain any legal proceeding instituted with the object of directly enforcing or recovering damages for the breach of any of certain specified classes of agreements, including (1) any agreement between members of a trade union as such, concerning the conditions on which any members for the time being of such trade union should or should not sell their goods, transact business, employ or be employed; (2) any agreement for the payment by any person of any subscription or penalty to a trade union; and (3) any agreement for the application of the funds of a trade union (*inter alia*) to provide benefits for members. An agreement, therefore, falling under any of these heads cannot be directly enforced by the courts notwithstanding that in general the purposes of trade unions have been made lawful.

What is to be understood as a direct enforcement of an agreement within section 4 has been considered in several cases, and the strict view formerly taken of the section has been somewhat relaxed by the recent decision of the House of Lords in *Yorkshire Miners' Association v. Howden* (1905, A. C. 256). In *Rigby v. Connell* (14 Ch. D. 482) the plaintiff had been expelled from a trade union for an alleged breach of a rule, and he brought the action for the purpose of re-establishing his position in the union and entitling himself to participate in its benefits. JESSEL, M.R., regarded this as a direct enforcement of the agreement under which the funds of the union were applicable for the benefit of members, and he held that the action was barred by the Act. "I am satisfied," he said, "that the agreement contained in the rules is an agreement to provide benefits for members, and that, if I decide in favour of the plaintiff, I directly enforce that agreement, because I declare him entitled

to participate in property of the union." And similarly in *Chamberlain's Wharf (Limited) v. Smith* (49 W. R. 91; 1900, 2 Ch. 605) the Court of Appeal declined to allow an action which had been brought for the purpose of restoring expelled members of a trade union. The plaintiffs, said Lord ALVERSTONE, M.R., claimed the aid of the court in order to maintain their position as being entitled to rights in the character of members of the association, and, looking at the substance of the matter, he thought the action was a proceeding "instituted with the object of directly enforcing" the agreement contained and embodied in the rules of the association.

In *Yorkshire Miners' Association v. Howden* (*suprd*) the question was whether this construction of section 4 of the Act of 1871 was to be carried so far as to prevent the court from interfering to restrain a dealing with the funds of a trade union in a manner contrary to the rules, and this would seem to be a natural result of the principle laid down by JESSEL, M.R. Whether the court is asked to interfere to restore an expelled member so that he shall be entitled to participate in the benefits of the union, or whether it is asked to interfere so as to maintain the funds intact for the provision of the benefits specified in the rules, seems to make very little difference so far as concerns the division of the funds among the members in accordance with the rules. In each case the plaintiff is seeking to secure his due share of the benefits of the trade union, and if this is a direct enforcement of the agreement between the members in the one case it is equally so in the other. But in *Yorkshire Miners' Association v. Howden* the House of Lords held that an action to restrain the misapplication of the funds of the trade union was not prohibited, and although Lord LINDLEY thought that *Rugby v. Connell and Chamberlain's Wharf (Limited) v. Smith* were distinguishable, it would seem to be difficult now to support them. It is to be noticed that in *Wolfe v. Mathews* (21 Ch. D. 194), where the plaintiff sought an injunction against the wrongful application of funds, FRY, J., held that this was only an indirect enforcement of the agreement between the members and was not forbidden by section 4. The decision in *Yorkshire Miners' Association v. Howden* was an affirmation of this.

In the present case of *Steele v. South Wales Miners' Federation* PHILLIMORE, J., intimated his opinion that *Chamberlain's Wharf (Limited) v. Smith* could not stand with the House of Lords decision. In *Howden's case*, he said, the plaintiff, as a *cestui que trust*, was allowed to maintain an action to restrain misapplication of funds because he was interested in them, and surely he could also do so to maintain his right to retain his position in the association. And, added the learned judge, it seemed absurd to say that the plaintiff could restrain the misapplication of collected funds, but could not restrain a levy for the same purpose. Hence, had the levy for the purpose of paying a Member of Parliament been *ultra vires*, the court would have had no difficulty in interfering. In fact, however, the levy was authorized by the rules, and although the mode of making it was left indefinite, there seemed to be no doubt on the question of the power to make it. Consequently the court declined to interfere.

Reviews.

Building Agreements.

BUILDING CONTRACTS, BUILDING LEASES, AND BUILDING STATUTES: WITH PRECEDENTS OF BUILDING LEASES AND CONTRACTS AND OTHER FORMS CONNECTED WITH BUILDING, AND THE STATUTE LAW RELATING TO BUILDING (INCLUDING THE LONDON BUILDING ACTS, 1894-1905), WITH NOTES AND CASES UNDER THE VARIOUS SECTIONS; TOGETHER WITH AN APPENDIX OF UNREPORTED BUILDING CASES. By His Honour Judge EMDEN. FOURTH EDITION. By JOSEPH BRIDGES MATTHEWS and W. VALENTINE BALL, Barristers-at-Law. WITH A GLOSSARY OF ARCHITECTURAL AND BUILDING TERMS, Revised and Extended by MAURICE B. ADAMS, F.R.I.B.A. Butterworth & Co.

It is, as the preface to this work reminds us, more than ten years since the appearance of the previous edition, and in that time there have been numerous decisions affecting the interests of building owners, builders, and architects. These have been incorporated in the present edition, and much labour has been expended in including other matter of service to the practitioner. The result is to place before the profession a very complete work on all matters connected

with building leases and contracts. An agreement for a building lease is of a special nature, inasmuch as it is usually desired to avoid, as far as possible, the creation of an immediate tenancy, and to cut down the builder's interest to a right of entry for the purpose of building. The points arising on the agreement are discussed in Chapter VI., in which, however, it would have been useful to give a reference to *Quick v. Chapman* (1903, 1 Ch. 659), in addition to the reference given to this case under the form of agreement at p. 409. The assignment of a building contract usually involves the right to receive moneys due from the building owner to the builder, and its effect may depend upon the case recently decided under section 25 (6) of the Judicature Act, 1873, the effect of which is stated in Chapter IX., section 2; and the following chapter on Advances to Builders and Mortgages of Building Agreements points out the difference, as regards the Bills of Sale Act, between building agreements which provide for building plant becoming the immediate property of the building owner and mortgages of agreements which purport to cover plant and materials.

The distinction between penalties and liquidated damages is of special importance in regard to building contracts, and the principles established by the cases are usefully stated in Chapter XI. Chapter XIII. discusses the property in building materials, including a section on the forfeiture of materials in bankruptcy. Such forfeiture cannot, as it is pointed out, be made to take effect on bankruptcy simply, but must be brought into operation on the builder's default under the contract. Chapter XXIII., on Light and Air, has been revised in view of *Colls' case* (1904, A. C. 179), and that case, and the more recent cases which have followed it, are stated. Chapter XXIV., on Party-Walls, with a section on party-walls under the London Building Act, will be found useful; Chapter XXVI. explains the statutory provisions as to the supply of gas, electricity, and water; and Chapter XXVII. collects the numerous cases on the liabilities for rates, taxes, and other outgoings. In Part II., which contains a varied list of Forms and Precedents, use has been made of the Encyclopaedia of Forms and Precedents, and several of the forms of agreements for building leases are taken from that work, with due acknowledgment of the draftsmen. Part III. gives the statutes relating to building, and includes the London Building Acts, 1894, 1898, and 1905, with notes and references to cases. The enactment of the Act of 1905 with respect to provision of protection against fire in existing buildings came into operation on the 1st inst., and section 20, which provides for the apportionment of expenses, is similar to section 14 (4) of the Factory Act, 1901, on which there have been several recent decisions. These are referred to in a note to the section (p. 567), but the most recent—*Stuckey v. Hooke* (1906, 2 K. B. 21)—is not included, though noticed elsewhere. The utility of the work is increased by the glossary of architectural and building terms, and there is a very full index.

Books of the Week.

French Law and Customs for the Anglo-Saxon: A Guide for Every-day Use. By ARTHUR S. BROWNE, Solicitor. Second Edition, Revised and Enlarged. Price 2s. 6d. net. The Health Resort Bureau.

American Law Review. November—December, 1906. Editors: LEONARD A. JONES (Boston), HANNIS TAYLOR (Washington). Reeves & Turner.

Correspondence. Speculating Solicitors.

[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir.—Your correspondent Mr. Drury Freeman will find a decision of Lord Chancellor Hatherley favouring his view in 19 W. R. 361—namely, *Fielden v. Northern Railway of Buenos Ayres*. In that case a solicitor, who was conducting an action, wrote to his client a letter undertaking to indemnify him against the costs, and so induced him to allow the action to proceed. He was held liable to pay the defendants' costs subsequent to the date of this letter. PRUDENS.

[Another valued correspondent, however, points out that Mr. Drury Freeman's suggestion is negatived in *Rich v. Cook* (110 L. T. new paper, p. 94).—ED. S.J.]

We understand that Mr. HARRY FAULKNER BROWN, LL.B., Deputy Assistant Secretary to the Law Society, will, owing to the death of his brother, Mr. F. F. Brown, the late Mayor of Chester, shortly resign his position at the Law Society and return to Chester, where he will resume practice in due course.

Points to be Noted.

Conveyancing.

Right to Light—Adjoining Tenements Held by Lessees Under a Common Landlord.—Under section 3 of the Prescription Act, 1832, when a right of light has been enjoyed for the full prescriptive period of twenty years without interruption, it is to be deemed "absolute and indefeasible" unless it has been enjoyed by consent or agreement in writing. This enactment places the acquisition of a right to light upon a special basis, and enables the right to be acquired under circumstances which would not create a right to any other easement. Thus as regards a right of way, for instance, the statute does not alter the principle upon which it is acquired, but merely shortens the time of prescription, and it is still impossible for one of two lessees holding under a common landlord to acquire such an easement as against the other: *Bright v. Walker* (1 C. M. & R. 211). The easement, if acquired at all, must before the statute have been acquired against the fee of the servient tenement—that is, against the landlord as well as the tenant—and since it could not during the tenancy be acquired against the landlord, it was not acquired at all. It is possible that this doctrine will hereafter be reconsidered, but at any rate it does not affect the acquisition of a right to light. This right is given absolutely by the statute after enjoyment for the prescriptive period, and it is unaffected by the circumstance of the servient and dominant tenements being held by lessees under a common landlord. The effect of the enjoyment is to create the right in favour of the dominant tenement both as against the lessee of the servient tenement and the landlord (*Freewen v. Phillips*, 11 C. B. N. S. 449), and this result is not affected by the recent re-statement of the nature of the right to light in *Colls v. Home and Colonial Stores* (1904, A. C. 179).—*FEAR v. MORGAN* (C.A., June 14, 1906) (1906, 2 Ch. 406).

Bequest of Specific Stock—Change of Investment Before Testator's Death.—By section 24 of the Wills Act, 1837, every will is to be construed, with reference to the real and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention appears by the will. This provision, though in general very convenient, may have unexpected results where the nature of property has been changed between the date of the will and the testator's death, so that the description by which he has specifically bequeathed it in his will no longer applies to the property in its altered state. Thus where a testator bequeathed the interest arising from money invested in the Lambeth Waterworks Co. to a legatee for life and then over, and between the date of the will and the date of the testator's death the undertaking of the company was acquired by the Water Board under the Metropolis Water Act, 1902, and a sum of Metropolitan Water B Stock was issued to the testator in substitution for his stock in the Lambeth Waterworks Co., the description of the specific bequest did not apply at the death to the Metropolitan Water Stock, and it did not pass under the bequest.—*R. SLATER (Joyce, J., June 27, 1906)* (1906, 2 Ch. 480).

CASES OF THE WEEK.

High Court—Chancery Division.

SOUTHALL DEVELOPMENT SYNDICATE (LIM.) v. DUNSDON.
Kekewich, J. 11th Jan.

PRACTICE—ERROR IN WRIT—DEFENDANT NOT APPEARING—WRIT AMENDED—STATEMENT OF CLAIM FILED BEFORE—FRESH STATEMENT OF CLAIM.

Where a writ has been amended after the statement of claim has been filed in default of appearance, a fresh statement of claim must be filed.

This *ex parte* application raised the question whether it was necessary, under the circumstances given below, to file a fresh statement of claim. On the 14th of July, 1906, a writ was issued claiming an injunction to restrain the defendant from committing a breach of certain restrictive covenants contained in an indenture of 1901. In the writ the date of this indenture was given, by a clerical error, as 1891. On the 3rd of August, 1906, in default of appearance, a statement of claim was filed against the defendant. This statement of claim contained no error. On the 21st of November, 1906, an amended writ was personally served on the defendant. The registrar refused to draw up the order for judgment unless a fresh statement of claim was filed. The plaintiffs now applied that the registrar might be directed to draw up the order without a fresh statement of claim being filed. For the applicant it was urged that in *Gee v. Bell* (31 SOLICITORS' JOURNAL 379, 35 Ch. Div. 180) North, J., did not decide that the court had no discretion in cases like this. This was explained by Romer, L.J., in *Jamaica Railway Co. v. Colonial Bank* (49 SOLICITORS' JOURNAL 476; 1905, 1 Ch. 677). There is no rule or case in which it is laid down that an unamended document

must be re-filed. *Paxton v. Baird* (37 SOLICITORS' JOURNAL 82; 1893, 1 Q. B. 139) also cited.

KEKEWICH, J., in giving judgment, said that this was a pure question of technicality. The cases cited did not bear directly on this question, because here the writ had actually been amended, and the statement of claim was filed before such amendment. Although by amending the writ a new action is not commenced, the statement of claim which has been filed necessarily refers to a writ which is not the writ upon which the plaintiff is now suing. Although the error was of the slightest possible character, and the amendment was unnecessary, the service of the writ after filing of the statement of claim was of no avail. A fresh statement of claim must be filed, and the application must, therefore, be dismissed.—COUNSEL, *Reeve Rees*. SOLICITOR, *Cecil F. Twist*.

[Reported by P. JOHN BOLAND, Barrister-at-Law.]

High Court—King's Bench Division.

DEWAR v. GOODMAN. Jeff, J. 4th and 5th Dec.; 11th Jan.

LEASE—UNDERLEASE—LESSEE GRANTS AN UNDERLEASE OF PART OF HIS PROPERTY AND COVENANTS TO PERFORM THE COVENANTS IN THE HEAD LEASE RELATING TO THE PROPERTY SUB-LEASED BY HIM—COLLATERAL COVENANTS—COVENANTS WHICH DO NOT BIND ASSIGNEES NOT NAMED.

In a lease executed in 1820 there was a covenant by the lessee to keep all buildings on the land in good repair, and a proviso for re-entry on breach of that covenant. That lease was assigned in 1886 to one H., who demised part of the land to one B., and in that indenture of lease there were three covenants: (1) a covenant by the lessor (H.) with the lessee for quiet enjoyment; (2) a covenant for the performance by the lessor of the several covenants contained in the lease of 1820; and (3) a covenant of indemnity. In 1903 the plaintiff D. became the assignee of the underlease for the residue thereof. In 1904 a company acquired the reversion created by the head lease of 1820, and subsequently the defendant G. acquired the land demised by the lease of 1820.

It was admitted that the defendant had broken the lessor's covenant in the underlease of 1886 in not repairing the buildings on the land demised, and the company sued him for possession and obtained judgment. The plaintiff was ejected under that judgment.

In an action by the plaintiff against the defendant,

Held, that the covenants entered into with the plaintiff were not such covenants as would pass with the reversion of the land and bind assignees not named, and therefore that the plaintiff could not recover damages against the defendant.

Doughty v. Bowman (11 Q. B. 444) considered.

Action by the assignee of an indenture of underlease dated the 13th of July, 1886 (demising a parcel of land in Chelsea with two houses thereon), against the assignee of an indenture of lease dated the 6th of May, 1820, brought to recover damages for breach of covenants contained in the underlease, and the question to be decided was whether certain covenants ran with the land or were merely collateral. The lease of 1820 was for eighty-nine years, and contained amongst others a covenant by the lessee to keep all buildings erected on the land in good repair, and a proviso for re-entry on breach of the said covenant. On the date of the underlease of 1886 the lease had become vested in one Barnes for the residue of the term. By the said underlease, made between Barnes, "who and whose heirs, executors, administrators, and assigns" were therein referred to as "the lessor," and Humphrey, "who and whose executors, administrators, and assigns" were therein referred to as "the lessee," a part of the land demised by lease of 1820 together with two houses thereon were demised to the "lessee for 2½ years less three days subject to a peppercorn rent, and to the covenants and conditions therin contained." The said indenture of underlease contained (1) a covenant by the lessor with the lessee for quiet enjoyment; (2) a covenant for the performance by the lessor of the several covenants and conditions contained in the lease of 1820 so far as the same related or affected that part of the property included in the lease but not demised by the said underlease, and (3) a covenant of indemnity. The underlease ended with a proviso that the covenants and indemnity on the part of the lessor were entered into and given by him with the intention of binding such lessor, his real and personal representatives only whilst he or they continued to hold the reversion expectant on the term granted by the underlease and of binding so far as could be any other person or persons for the time being entitled to such reversion. On the 16th of February, 1903, the plaintiff became the assignee of the underlease for the residue thereof. On the 24th of September, 1904, the Chelsea Development Co. (Limited) acquired the reversion expectant on the determination of the term created by the lease of 1820. Ultimately all the land demised by the lease of 1820 except certain portions previously disposed of, but including the portion demised by the underlease, became vested in the defendant for the residue of the said term subject to the said underlease. It was admitted that the defendant had broken the lessor's covenant in the underlease of 1886 in failing to perform the covenants to repair contained in the said lease of 1820 and to comply with a notice served on the defendant or his predecessors in title by the Chelsea Development Co. (Limited) to repair about 200 houses on that part of the land not comprised in the underlease. Consequently in 1905 that company sued the defendant and obtained judgment for possession of all the property demised by the lease (except as aforesaid) of 1820. The plaintiff was ejected under that judgment. On this state of facts it was contended for the plaintiff that the covenant in the underlease of 1886 to perform the covenants in the lease of 1820 as to the property not comprised in the

underlease ran with the land at common law, and by virtue of 34 Hen. 8, s. 2, bound the assignee of the reversion. The Conveyancing Act, 1881, did not seem to alter the law on the subject in any way material to this case. For the defendant it was contended that the covenant was merely collateral and that the benefit did not pass to the plaintiff nor the burden of it to the defendant. *Cur. adv. ruli.*

JELLY, J., in giving judgment, said that it was with reference to certain covenants, especially covenant No. 2, that the legal question he was asked to decide had arisen. The learned counsel for the plaintiff admitted that according to Woodfall's *Landlord and Tenant* (16th ed.), 1901, p. 176, Fox (3rd ed.), 1898, p. 381, and other text-books, covenants like those in question were to be placed in the category of collateral covenants which did not run with the land. *Spencer's case* (6 Co. Rep. 16a, 1 Smith's Leading Cases (10th ed.), 1896, pp. 52-55), the leading case on the subject, laid down in the 2nd and 6th resolutions that even where the parties shew, by using express words, their intention that the benefit and the burden of the covenant, as the case might be, should pass to the respective assignees, which was apparently the case here, yet if the thing to be done be merely collateral to the land and "doth not touch or concern the thing demanded in any tort" the covenant did not run with the land. It followed, therefore, that the question here was, on which side of the line did the main covenant fall? An ordinary restricted covenant for quiet enjoyment ran with the land because it concerned the security of the actual thing demised: *Campbell v. Lewis* (3 B. & Ald. 392). The nearest of the many cases to the present cited was that of *Doughty v. Bowman* (11 Q. B. 441). The covenant in the underlease there was held not to run with the land on the ground that the covenant to perform the covenants of the head lease was equivalent to a reinsertion in the underlease of a covenant to build houses on the land, and that such covenant related to a thing not in esse, and did not run with the land and bind the reversioner because assigns were not named and also because the covenant amounted only to an indemnity which was merely a personal covenant. Plaintiff's counsel relied on this case, because he argued that if assigns were named the covenant would have run with the land and reversion. On the other hand, the defendant's counsel replied that this did not follow: see *Minchull v. Okes* (2 H. & N. 793), where considerable doubt is thrown upon the distinction between cases where the assigns were and those where they were not named. In his lordship's opinion *Doughty's case* did not conclusively decide the present case one way or the other. The indemnity covenant was here a separate covenant which did not control the covenant in question, and that differentiated the two cases. The covenant for quiet enjoyment, then, was not broken, and the covenant to indemnify was only personal. It was argued for the plaintiff that the covenant in question for the performance of the covenants of the head lease did *pro tanto* touch or concern the thing demised in that, if performed, it secured the possession of it by preventing eviction on that ground by the superior landlord, and if not performed it forfeited the underlease. If the matter had been *res integra* his lordship expressed the opinion that he would have been inclined to adopt this argument, but an examination of the cases cited for the defendant seemed to point to a stricter interpretation and to require that in order to run with the land and the reversion a covenant must directly, and not indirectly or collaterally, touch the land demised: see, for instance, *Thomas v. Haywood* (4 Ex 311), *Mayor of Congleton v. Patterson* (10 East 130). As to the mode of enjoyment see *Clegg v. Hands* (44 Ch. D. 503) and *Gower v. Postmaster-General* (57 L. T. N. S. 527). If the covenant was broken there would be a right to damages whether a forfeiture followed or not. It might be that the Court of Appeal, if the case was carried there, might be able to take a broader view of the matter, which was certainly fenced round with technicalities too strong for a court of first instance to break through. Not without doubt, his lordship came to the conclusion that the covenant in question did not run with the land, but was merely collateral. A second point was raised for the defendant—namely, that the plaintiff was in default in not keeping his own covenant to repair the two houses on the land demised to him by the underlease, and could not on that ground have been evicted by the defendant, as the plaintiff had failed to perform a condition precedent to his right to sue for eviction. For the plaintiff it was answered that the cross-covenants were independent. On this point his lordship was inclined to adopt the view taken by the plaintiff, but it became unnecessary for him to decide it. For the reasons above given judgment must be for the defendant, with costs.—COUNSEL, *Copping; Athelrey Jones, K.C., and Sydney Goodman. SOLICITORS, Harold Edwards & Cohn; Nash, Field, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

MARQUIS OF BRISTOL v. BECK.

Bray, J. 11th Jan.

ELECTION LAW—PARLIAMENTARY ELECTION—UNIVERSITY OF CAMBRIDGE—CLAIM BY PEER OF THE REALM TO VOTE.

The defendant, the returning officer for the University of Cambridge, refused to record the plaintiff's vote at an election of Members of Parliament for the University, on the ground that the plaintiff, being a peer of the realm, was thereby incapacitated from voting.

Held, that the returning officer's decision was right, as the case was governed by *Earl Beauchamp v. Madresfield Overseers* (L. R. 8 C. P. 245), in which the rule was laid down that "a peer of Parliament is incapacitated from voting at an election for members of the House of Commons, and is therefore not entitled to be placed on the register of voters."

Arguments on a point of law raised by the pleadings in an action brought by the Marquis of Bristol, a member of the senate of Cambridge University, against the defendant, Mr. Edward A. Beck, M.A., Master of Trinity Hall, and late Vice-Chancellor of the University, who was the returning officer at the election of Members of Parliament for the

University which took place at Cambridge in January, 1906, for damages for refusing to receive his vote at such election. The statement of claim alleged that at the election the plaintiff duly tendered a voting paper to the defendant who wrongfully and improperly refused to accept or record the vote. The defence was that at the dates mentioned in that statement of claim the plaintiff was a peer of the realm and a Lord of Parliament, and therefore his vote was properly rejected. For the plaintiff it was contended that the notion that there was a common law disability upon a peer from voting at parliamentary elections was a mistake. That whereas in the case of counties the electors were the freeholders, in the case of boroughs, after they acquired the right to send representatives to Parliament, it was left a purely domestic matter who should take part in the election. The election was by the corporation not by the individuals. At Cambridge custom gave the right of voting to all masters of arts on the Academic Register. Prior to the Charter granted by James I. the university appeared to have sent "advisors" to Parliament at the request of Henry VIII. Oxford had the same system as Cambridge, but in the case of Dublin the Charter was apparently not granted to the university in its corporate name but to the "chancellor, fellows, and scholars." In the case of London University there was an express provision that peers should not vote. It was submitted that the case of *Beauchamp v. Madresfield Overseers* (L. R. 8 C. P. 245), relied on by the defendant's counsel, did not apply. The basis of that decision was a resolution of the Commons passed in 1699, at the conclusion of the Maldon election, "that no peer of this kingdom hath any right to give his vote at the election of any member to serve in Parliament," but that resolution was not passed by the Commons sitting as a court, and the judges in *Beauchamp's case* were wrong in holding that it was and that they were bound by it. In 1700 there was an inquiry in an election of representatives for the corporation of Winchester, at which it was alleged that three peers had voted. The Commons affirmed the election and made no mention in their resolution to the disability of the peers from voting. *Read v. Bishop of Lincoln* (1892, A. C. 644) was also cited. Counsel for the defendant was not heard.

BRAY, J., said the question which he had to decide was whether the mere fact that the plaintiff was a peer of the realm was a disqualification preventing him from voting at the election of representatives in Parliament for the University of Cambridge. He felt that he was bound by the decision in the *Beauchamp case*. It was quite true that the immediate question there raised was whether the revising barrister was right in refusing to put on the register a member of the House of Lords so as to entitle him to vote for a county parliamentary representative. He was asked to distinguish the present case from that, but it seemed to him that the head-note correctly represented the decision of the court. It was said that inasmuch as the question there related to a county register the opinions of the learned judges were merely *dicta*. He did not think he could look upon them in that light. The question was argued as a general proposition "aye" or "no," was a peer of parliament incapacitated from voting at an election of a member of the House of Commons, and no distinction was made between counties, boroughs, or universities. He therefore felt that he was bound to give judgment for the defendant without stating any reasons.—COUNSEL, *Shearman, K.C., and Disturnal; W. J. Whittaker. SOLICITORS, Coe, Denness, & Robinson; Cole & Jackson.*

[Reported by ERSKINE REID, Barrister-at-Law.]

STEEL (Appellant) v. SOUTH WALES MINERS' FEDERATION (Respondents).

Div. Court. 11th and 12th Jan.

TRADE UNION—LEVY ON MEMBERS TO DEFRAY EXPENSES OF A REPRESENTATIVE MEMBER IN PARLIAMENT—CLAIM FOR INJUNCTION TO RESTRAIN UNION FROM MISAPPLYING FUNDS—CLAIM FOR A DECLARATION THAT THE RULE UNDER WHICH LEVY WAS MADE WAS ILLEGAL—JURISDICTION—TRADE UNION ACT, 1871 (34 & 35 VICT. c. 31), s. 4—TRADE UNION AMENDMENT ACT, 1876 (39 & 40 VICT. c. 22), s. 18.

A trade union, of which the plaintiff was a member, passed a rule giving power to make a levy to pay the expenses of returning and maintaining representatives in Parliament. The plaintiff brought an action for an injunction to restrain the defendant union from continuing to make the levy and from thus misappropriating the funds, and a declaration that the rule under which the levy was made was illegal.

Held, dismissing the plaintiff's appeal, that the application of the union's funds for this purpose would be neither illegal nor *ultra vires*.

Sensible, the question being one referring to the internal affairs of the union, the court would have no jurisdiction to deal with the matter.

Appeal by the plaintiff from a judgment of the judge of the Tredegar County Court, given for the defendants in an action brought to recover £s., the aggregate amount of certain levies made on the plaintiff by the defendant trade union (of which the plaintiff was a member), which claim was abandoned on appeal, an injunction to restrain the defendants from continuing to make the said levy and from misappropriating the funds of the union by paying the expenses of returning and maintaining representatives in Parliament, and a declaration that the rule under which the levy was made was illegal. The plaintiff, a miner, joined the defendant federation in 1900. In 1901 a new rule—rule 3—was made as follows: "Its [the federation's] objects shall be—(12) to provide funds wherewith to pay the expenses of returning and maintaining representatives to Parliament and other public councils and boards, and to request them to press forward by every legitimate means all proposals conducive to the general welfare of the members of the federation." A ballot of the members was taken as to the making a levy for this purpose. The plaintiff voted against it, but the resolution was carried.

DARLING, J., in giving judgment, said that the plaintiff's claim for £s. was very properly abandoned on appeal owing to the finding of the county court judge that the money was paid voluntarily. He, however, asked for an injunction to restrain the defendants from continuing to make the levy.

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and from misapplying the funds of the federation by paying the expenses of returning and maintaining members to Parliament, and for a declaration that rule 3 (12) which authorized the expenditure was illegal and absolutely against the purposes for which the federation existed. Rule 3 (1) provided that one of the objects of the federation should be "To provide funds by entrance fees, contributions, levies, &c., to carry on the objects of the federation hereinafter specified, the same to be disbursed as provided in the following rules." Then came rule 3 (12). It was contended that this last object was altogether outside what a trade union was allowed to do under section 16 of the Trade Union Amendment Act, 1876, and that as that section did not indicate anything like the purposes set forth in the rule, this body was not acting as trade union with respect to this matter at all. His lordship did not agree with this contention, for even if the contention was right it might very well be said that the getting of laws to be passed by the Legislature was within the words of the section "for regulating the relations between workmen and masters, or between workmen and workmen or between masters and masters," and one of the first steps would be to send a representative to Parliament in order that he might promote a Bill for that purpose. Outside the rules of the federation it was quite clear that there was nothing contrary to the general law in providing funds for such a purpose. The rule having been passed by the members of the federation, the appellant paid under it certain money, some of which he desired to get back on the ground that the rule was contrary to natural justice, which it was explained meant was that the party politics of the plaintiff were not those of the Member for Monmouthshire, where the plaintiff voted, and that it was unjust that he should have to pay money towards the expenses of a Member of Parliament with whose opinion on party politics he did not agree. But it was impossible that any man could be represented in Parliament by member who agreed precisely with every one of his views, and if this rule were held to be contrary to natural justice, then the same might be said of the whole party system. Further, as to the plaintiff's request for an injunction restraining the association from levying the rate in future and his objection that no machinery was provided for the raising and application of the levy, his lordship said that what had been done by the association was neither an alteration in the construction of the meaning of the sub-section of the Act, nor a diversion of it from the very object for which it was brought into existence. What had been done was perfectly consistent with the object of a trade union. The court was in fact asked to interfere with the internal administration of the association, and to interfere where all the members had been consulted. Even if the levy was not regular it was not regular for the simple reason that no machinery was provided under the rule of the association authorizing the levy, and the court, there being no evidence of anything illegal or oppressive having been done, declined to interfere. He thought that what had been done here was perfectly consistent with the objects of the federation and the particular purposes for which it was founded. The appeal would therefore be dismissed.

PHILLIMORE, J., in concurring, pointed out that section 16 of the Act of 1876 was not a limiting section, and there was no reason why the defendants should not apply funds to this particular object. The injunction therefore could not be granted on that ground. Then came to be considered the claim for an injunction to restrain the defendants from making a special levy. Two answers had been given to the claim—(1) that the court had no jurisdiction; (2) that if it had the defendants had not acted improperly. He had carefully considered the cases of *Chamberlain's Wharf Limited v. Smith* (1900, 2 Ch. 605) and *Yorkshire Miners' Association v. Howden* (1905, A.C. 256), and he was of opinion that in view of the decision of the House of Lords in the latter case the decision in the *Chamberlain's Wharf* case could not be followed. He came to the conclusion that the rules were framed with the intention that the miners should have power to levy money for the expenses of a Member of Parliament, and that all the administrative organs could make the levy although the executive council alone could not have done so. Appeal dismissed with costs; leave to appeal granted. —COUNSEL, B. Francis Williams and Lovat Fraser; Rufus Isaacs, K.C., and Boitshache; S. T. Evans, K.C., and J. Senkey. SOLICITORS, Harley Downs, Cardiff; Smith, Rundell, & Dods, for Morgan, Bruce, & Nicholas, Pontypridd.

[Reported by ESKINE REID, Barrister-at-Law.]

WILLIAMS v. MIDLAND RAILWAY CO. Walton, J. 17th Dec.; 15th Jan.

RAILWAY COMPANY—POWER OF RAILWAY COMPANIES TO LIMIT THEIR LIABILITY WHEN RECEIVING ANIMALS FOR CARRIAGE—SPECIAL CONDITION PRINTED ON CONSIGNMENT NOTE—CARRIAGE OF DOG—RAILWAY AND CANAL TRAFFIC ACT (17 & 18 VICT. c. 31), s. 7.

The plaintiff consigned a dog valued at £300 for carriage to the defendant company, and the dog was killed while in their charge. The defendants admitted liability up to £2, no declaration of value above that sum having been made by the owner, nor the premium of 1½ per cent. on value above £2 having been paid.

Held, that the defendants had not shown that the special contract they relied on was "just and reasonable" within the proviso in section 7 of the Railway and Canal Traffic Act, 1854, and therefore the plaintiff could recover the value of the dog.

This was an action tried at the Swansea Assizes, in which the plaintiff, Mr. A. T. Williams, a solicitor, of Neath, claimed £300 damages, the agreed value of a pedigree pointer bitch, "Rose of Gerwn," which he sent by train, carefully packed, from Neath to Chesterfield. En route the dog was transferred from the Great Western Railway to the defendant company and arrived at Chesterfield about 6 p.m. By some arrangement it was kept by the defendants in the parcel office, and about midnight the travelling basket in which the

dog was packed was found to be on fire and the dog was burned to death. The company admitted liability to the extent of £2, which they paid into court, relying upon a condition printed on the consignment note to the effect that their liability was limited to that sum unless a higher value was declared at the time of delivery to the company and a percentage of 1½ per cent. (minimum 3d.) paid upon the excess of the value so declared. The learned judge reserved the question for further consideration in London whether or not the contract was a just and reasonable contract within the meaning of section 7 of the Railway and Canal Traffic Act, 1854. The point of law was argued on the 17th of December and judgment was reserved.

WALTON, J., in giving judgment, said the defendants relied upon the terms of the consignment note or special contract upon which admittedly the dog was carried, which was in these terms: "The [Midland] Railway Co. are not and will not be common carriers of horses, cattle, sheep, pigs, asses, mules, dogs, and other quadrupeds . . . and receive, forward, and deliver the same solely on and subject to the conditions on the other side." On the other side the material condition was—"The company will not in any case be responsible beyond the following sums for . . . dogs . . . £2 each." In this case the dog was worth £300; but no declaration of the excess value was made, nor was the percentage of 1½ per cent. paid. The plaintiff, however, said the contract was not binding on him, and he relied on section 7 of 17 & 18 Vict. c. 31, which provides that a company shall be liable for loss or injury done to any animal or article received by them for transit, "occurred by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration, made and given by such company contrary thereto, or in any wise limiting such liability; every such notice, condition, or declaration being declared null and void. Provided always that nothing herein contained shall be construed to prevent the said companies from making such conditions with respect to the receiving, forwarding, and delivery of any of the said animals, articles, goods, or things as shall be adjudged by the court or judge before whom any question relating thereto shall be tried to be just and reasonable. . . . Provided also that no special contract between such company and any other parties respecting the receiving, forwarding, and delivering of any animal, article, goods, or thing, and, as aforesaid, shall be binding upon or affect any such party unless the same be signed by him or by the person delivering such animals, articles, goods, or things respectively for carriage." Therefore, the question to be decided here was whether the condition in the special contract was just and reasonable within the meaning of the proviso in the section. Prior to the decision in *Dickson v. Great Northern Railway Co.* (18 Q. B. D. 176) (decided in 1886), in which this question was raised, the railway companies charged 5 per cent., but it was held by the Court of Appeal that 5 per cent. was unreasonably high, and so far as the learned judge was aware, all railway companies had lowered the premium to 1½ per cent. He had now to consider whether 1½ per cent. was just and reasonable. The onus of proving that rested on the company. What was the evidence here? There was some evidence that the carriage of dogs by railway was attended with considerable risk, arising mainly from the fact that the dogs were trying to escape all the time, often in the most extraordinary way. He was satisfied that it was idle to compare passenger fares and the charge for dogs, as had been done in argument. He would take as an illustration an ordinary journey by a dog of, say, forty miles—the charge would be 1s., and would include the liability of the company up to £2. Suppose that the owner declared excess value to the amount of £2. He would have to pay 6d. extra to cover that sum. That seemed to him unreasonable. In *Dickson's case* it was shown that if the loss of dogs was less than one in twenty the company would gain. Here the proportion was one in eighty. What was the risk? It seemed to him that the premium in proportion to the risk was too high to be just and reasonable. It followed that the company had not discharged the onus of the burden put upon them, and he must give judgment for the plaintiff for £300 with costs. Stay of execution granted.—COUNSEL, S. T. Evans, K.C., and Rhys Williams; B. Francis Williams, K.C., J. D. Crawford, and W. O. Hodges. SOLICITORS, T. J. David, for Morgan & David, Neath; Beale & Co.

[Reported by ESKINE REID, Barrister-at-Law.]

Societies.

The Law Society.

ADJOURNED SPECIAL GENERAL MEETING.

SOLICITORS' ACCOUNTS.

The adjourned special general meeting of the Law Society of the 14th ult., which had been called upon a requisition of 111 members of the society, was held on Friday, the 11th inst., for the purpose of declaring the poll, which was taken on the 7th, 8th, and 9th inst., with regard to the resolution brought forward at that meeting.

The President, Mr. HENRY ATTLEE, took the chair, and the following members of the Council were present: Mr. Charles Mylne Barker, Mr. Thomas William Bischoff, Mr. Edmund Kell Blyth, Mr. John Wreford Budd, Mr. Edward Henry Fraser (Nottingham), Mr. William Edward Foster (Aldershot), Mr. William Edward Gillett, Mr. Henry Edward Griddle, Sir John Edward Gray Hill (Liverpool), Sir John Hollams, Mr. William John Humfrys (Hereford), Mr. Henry James Johnson, Mr. William George King, Mr. Charles Berkeley Margetts (Huntingdon), Mr. Richard Pennington, Mr. Thomas Rawle, Sir Albert Kaye Rollit, B.A., LL.D., D.O.L., Mr. Charles Leopold Samson, Mr. Richard Stephens

Taylor, Mr. Walter Trower, Mr. E. F. Turner, Mr. William Howard Winterbotham, and Mr. Philip Witham; also Mr. Thomas Eggar (Brighton), extraordinary member, and Mr. E. W. Williamson (secretary), Mr. S. P. Bucknill (assistant secretary), and Mr. H. F. Brown (deputy assistant secretary). The meeting was very largely attended, the hall being crowded to the doors.

The PRESIDENT said the meeting was doubtless aware that at the meeting on the 14th of December a resolution was moved and seconded to the effect that a committee consisting of eleven members of the society should be appointed to consider and report as to what rules and regulations, if any, should be adopted by the society as to the following matters: (a) The methods in which a solicitor should keep the accounts of himself and his client, and the audit thereof; (b) the keeping and audit of trust accounts; (c) the conduct of professional business; (d) the formation of a guarantee fund; and as to the mode of enforcing such rules and regulations; and that such committee should consist of Mr. Sydney Cozens-Hardy, Norwich, president of the Norwich Law Society; Mr. James Arthur Dawes (Dawes & Sons), 9, Angel-court, Throgmorton-street; Mr. Ernest Ralph Dodsworth (Gray & Dodsworth), York; Mr. Walter Dowson (Dowson, Attnall, & Martineau), 19, Surrey-street, Victoria Embankment; Mr. Charles Francis Haigh, Leeds, president of the Leeds Law Society; Mr. Richard Lake Harrison (Waterhouse & Co.), 1, New-court, Lincoln's-inn; Mr. Beresford Rimington Heaton (Rider, Heaton, & Wigram), 8, New-court, Lincoln's-inn; Mr. Samuel Garrett (Parker, Garrett, Holman, & Howden), Rector House, St. Michael's-alley, Cornhill; Mr. Henry Manisty (Nicholl, Manisty, & Co.), 1, Howard-street, Strand; Mr. Thomas Rawle (Rawle, Johnstone, & Co.), 1, Bedford-row; and Sir Albert Rollit (Rollit, Sons, & Burroughs), 3, Mincing-lane, with power to the committee to add to their number four members, one to be nominated by the Incorporated Law Society of Liverpool, one by the Manchester Incorporated Law Association, one by the Birmingham Law Society, and one by the Associated Provincial Law Societies. After debate, the resolution was put to the meeting and was lost on a show of hands, there being 179 votes for the resolution and 196 against it. A poll was demanded, and it was now his duty to declare the result of that poll which was taken on the 7th, 8th, and 9th inst. At the conclusion of the poll the votes were counted in the presence of the president, vice-president, and others, and it was found that 1,169 votes had been recorded for the resolution and 609 against, the majority in favour of the resolution being 560. It now, therefore, became his duty to declare that the resolution was carried. He thought he must also add that that concluded the business of the meeting. He only wished just to say, on the part of the Council, that they would, he was sure, be glad to meet the committee, and that they would be glad to give them every information and assistance in their power in furtherance of the duties imposed upon them.

Mr. WALTER DOWSON said he thought the meeting would like to pass a very hearty vote of thanks to the president for his conduct of the meeting the other day and of the present meeting. He knew that it had given the president personally a good deal of trouble, and he should like to move a hearty vote of thanks to him.

The motion having been adopted,

The PRESIDENT, in returning thanks, said he was very much obliged. All that he had done was simply in the furtherance of his duty, and that duty was made extremely pleasant by the courtesy of the members of the profession.

NOTICE.

A special general meeting of the members of the society will be held in the Hall of the society, on Friday, the 25th of January, at two o'clock, for the purposes hereinafter mentioned.

The PRESIDENT will present the special prizes awarded to successful candidates for the year 1906, and also the prizes for the June and November Final Examination, 1906.

The PRESIDENT will move: "That the Council be requested to consider and report to an early special general meeting as to the best means of ascertaining by bye-laws within the powers of the Charter the opinions of the whole body of the members of the society upon questions upon which a poll has been demanded and granted at a general meeting, by means of voting papers, subject to such provisions as may be deemed necessary and expedient."

Mr. CHAS. FORD will move: "That in the opinion of this meeting the bye-laws of the society ought to be so amended as to provide that when a poll of the members of the society is taken it shall be done by the use of voting papers, and so as to render unnecessary the attendance of members of the society at the society's Hall in London for the purpose of voting."

Mr. P. M. C. HART will move: "That, for the purpose of enabling members of this society to vote by post, bye-law 29 of the bye-laws of the society be and the same is hereby repealed, and that in lieu thereof the following bye-laws be and the same are hereby enacted:

"29. Except where a poll is demanded, and where otherwise provided by these bye-laws, all questions shall, in the first instance, be decided by a majority of the members personally present and voting, and, in all cases, including the case of a contested election, the chairman shall, in the event of an equality of votes, have, both on a show of hands and at the poll, a second or casting vote.

"29A. Twenty members, personally present at any general meeting, shall be entitled to demand a poll, except (i) upon the question of the election of the chairman of a meeting; (ii) upon a motion for the adjournment of a meeting or debate; (iii) upon a motion that the meeting do proceed to the next business; (iv) upon an amendment to a motion. The demand of a poll may be withdrawn.

"29a. If a poll be demanded as aforesaid, it shall be taken in manner hereinafter provided, but the demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than that in respect of which a poll has been demanded.

"29c. (i) Forthwith after the due demand of a poll the chairman shall appoint five scrutineers from among the members (other than the mover and seconder of the motion in respect of which the poll was demanded) to receive and examine the voting papers, and to certify the result of the poll. Three scrutineers shall be a quorum, and the death of one or more of the scrutineers shall not affect the poll. If, by death or refusal or incapacity to act, the number of scrutineers be reduced below three, a member to supply each vacancy shall forthwith be nominated by the president or vice-president for the time being. (ii) The chairman shall fix a day, to which the meeting shall, at the conclusion of the other business, stand adjourned for the purpose of receiving the scrutineers' report.

"29. The following shall be the regulations for taking the poll: (i) The secretary shall with all convenient speed forward a voting paper to every member. The voting paper shall be in such form as the Council shall direct. (ii) The voting papers, duly sealed or otherwise fastened up, shall be delivered or returned by post prepaid to the secretary four clear days before that fixed for the adjourned meeting, and the secretary shall place them unopened in a box, and so deliver them to the scrutineers, by whom alone they shall be opened and examined. So soon as the voting papers shall have been examined and the result of the poll ascertained, the voting papers shall be closed up under the seals of the scrutineers, or any three of them, and shall be retained by them for one month after the adjourned meeting held for the purpose of receiving the scrutineers' report, when they shall be destroyed by the scrutineers. (iii) The report of the scrutineers shall be signed by them and shall contain the following particulars: (a) The total number of voting papers received; (b) the number (if any) rejected, and the grounds of rejection; (c) the total numbers of votes for and against the motion respectively. (iv) The report shall be read to the adjourned meeting by the chairman, and shall be conclusive as to the result of the poll, notwithstanding any irregularity or informality."

Mr. GEORGE DICKINSON, the president of the Incorporated Law Society of Liverpool, whom failing, Mr. BENJAMIN ARKLE, the vice-president of such society, whom failing, Mr. JOHN CAMERON, of Liverpool, all being members of the Law Society, will move that the following bye-law shall be ordained and made as an addition to the existing bye-laws of the society: "29a. A poll may be demanded on any question arising at a general meeting by at least twenty members, and in case a poll is demanded as aforesaid, the question shall be decided by a poll by voting papers, and the provisions of bye-laws 45 and 46 with regard to elections by voting papers shall apply to such poll, with such alterations as the Council may prescribe or approve in order to meet the altered circumstances."

Mr. J. S. RUBINSTEIN will move: "That this meeting desires to strongly urge on the Council the expediency of taking at once active steps to give effect to the many resolutions on the subject of the compulsory registration of the title to land passed during the last four years at various meetings of the society, and particularly the resolutions passed in April last regarding the urgent need of obtaining a suspension of the Order applying the compulsory provisions of the Land Transfer Act, 1897, to the County of London, so that landowners in London may have an option to register, or not, as they deem best in their own interest."

Mr. HARVEY CLIFTON will ask (Voting by proxy or post): "Whether the Council will do what is necessary to lead to an alteration of the bye-laws of the society, so as to allow members to vote at general meetings by proxy or by voting papers, and if not, what are, in the opinion of the Council, the objections to such an alteration in the bye-laws?"

Mr. HARVEY CLIFTON will ask (Taxing-masters of the Supreme Court): "Whether the Council have protested or, if not, will protest against the recent appointment of an assistant registrar at the Land Registry as a taxing-master of the Supreme Court, in violation of the well-settled and fair custom to appoint a practising solicitor to this office."

The London Law Clerks' Association.

The following is the syllabus of lectures and meetings from January to April, 1907:

Jan. 15th, Lecture, "Motor-car Law," by W. L. L. Bell, Esq., barrister-at-law; Jan. 24th (Thursday), Lecture, "Discovery," by W. H. Champness, Esq., solicitor; Jan. 29, Lecture, "Legal Curiosities," by G. F. Wilkins, Esq., LL.B., solicitor; Feb. 5th, Lecture (to be arranged, particulars will appear in current *Law Clerk*); Feb. 12, Discussion, *Law Clerk* Moot No. 4; Feb. 19th, Lecture (to be arranged, particulars as before); Feb. 26, Social Evening; March 5th, Lecture (to be arranged, particulars as before); March 12, Discussion, "Can a cyclist who, colliding with a blind dog, is thrown to the ground, receiving serious injuries and damaging the cycle, recover compensation from the owner of the dog?"; March 19th, Lecture (to be arranged, particulars as before); March 26, Paper on "Company Law," by Mr. Robin M. Rands; April 2nd, Lecture (to be arranged, particulars as before); April 9, Paper on "Torts," by E. H. Creswell, Esq., solicitor; April 16th, Lecture (to be arranged, particulars as before); April 23, Paper on "Mayor's Court Practice," by Mr. Sydney E. Engleman; April 30, Annual General Meeting.

The lectures and discussions are held by kind permission of the London School of Law at 1, Old Serjeant's-inn, W.C. Those marked thus *

commence at 7.15 and are open to all law clerks without charge. The others commence at 7 o'clock and non-members can only attend when introduced by members.

ALFRED C. WARWICK, Hon. Sec.

1, Old Serjeant's-inn, Chancery-lane, W.C.

Law Students' Journal. Council of Legal Education.

The following are the results of the general examination of students of the Inns of Court held at the Middle Temple Hall on December 18, 19, 20, and 21, 1906. L.I. means Lincoln's-inn, I.T. Inner Temple, M.T. Middle Temple, and G.I. Gray's-inn:

ROMAN LAW.

The following students passed in Roman Law:

Class I.—Edward Henry Swinburne Bligh, I.T.; Maurice Bonham-Carter, L.I.; William Thomas Chapman, I.T.; Louis Fernand Mainard, M.T.

Class II.—Sohrab Dadabhoy Bhedwar, M.T.; Henry Francis Chettle and Evans Gustavus Cooper, G.I.; John Gadby and Frederick Murray Hicks, I.T.; Hsin Kwei Lin, L.I.; Jagmander Lal Jaini, G.I.; George Douglas Johnston, I.T.; Jules Charles Alexis Leclerczio, M.T.; Luang Pradist, G.I.; Maxwell Henry Hayes Macartney, I.T.; Kenneth Mead Macmorren, M.T.; Khagendra Chandra Nag, L.I.; Arnold Herbert Falk Pretty, I.T.; Emmanuel William Quartey-Papao, L.I.; Henry Milne Radcliffe, M.T.; James Alexander George Smith, L.I.; Johannes Jacobus Smith and Lancelot Hudson Spence, M.T.; Francis Edmund Storrs, I.T.

Class III.—Manjori Ananta Patar Sundara Aiyar, G.I.; Frederick Clifton Barnes, M.T.; William George Beaumont-Edmonds, G.I.; Thomas Herbert Bedford, Frederick William Beney, and Thomas Henry Bethell, I.T.; Scott Birkbeck, L.I.; Henry Foster Burnes, G.I.; Henry Grattan Bushe, John Arthur Robert Cairns, and Edgar Henry Cohen, M.T.; Hon. Reginald Coke, I.T.; Ernest William Collyer, M.T.; Oliver Henry Covington, L.I.; Richard Talbot Cox and Alfred Frank Crump, M.T.; Thomas George Rudolph Dehn, I.T.; Edward Ayler Digby, M.T.; Garrard Elgood, L.I.; Robert Fairfax Ellis, Richard Fanthorpe, Henry Wippel Gadd, and Clement William Osmund Gibson, M.T.; Michael Harry Godby, I.T.; Leslie Gordon, M.T.; Arthur William Hadrill, I.T.; Ralph Hall, G.I.; Neils Jonas Dowona Hammond, L.I.; Robert Francis Hanbury, I.T.; Arthur Vivian Hill, M.T.; Thomas Meredith Hopkins, G.I.; Ibn-I-Ahmad and Mulchand Ailmal Kundanani, L.I.; Binod Behari Lal, M.T.; Nand Lal, L.I.; Khagendra Nath Majundar, G.I.; Anthony Meimarakhi, I.T.; Arthur Morley and Percival Hilton Morris, M.T.; Kidor Nath, G.I.; Hon. Robert William Hugh O'Neill, I.T.; Philip Charles Parry, Louis Raoul Perdrau, Guanam Dhanaswamy Pillai, and Mudujil Kesava Padmanabha Pillai, M.T.; William Charles Pilley, G.I.; Hamilton Rivers Pollock, M.T.; John Edward Raphael, L.I.; Gervais Squire Chittick Rentoul, G.I.; Edgar Francis Robinson, I.T.; Gurvaise Budrappa and Prabhat Chandra Sen, G.I.; Cyril Dunstan Shaw, L.I.; Innes Harold Stranger, M.T.; Noel Thatcher, G.I.; David Thomas, Harry Verney, and Medhav Krishna Wagle, M.T.; Sei Chen Weng, L.I.

The number examined was 119, of whom 83 passed. Two candidates were ordered not to be admitted for examination again until the Trinity examination, 1907.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The following students passed in Constitutional Law (English and Colonial) and Legal History:—

Class I.—Preston Bruce Austin, L.I.

Class II.—Sidney Abrahams, M.T.; Charles Talbot Agar, L.I.; Herbert Summersell Davis and Hes Dyal, M.T.; Albert James Charlton Humphreys, I.T.; William Mortimer Robinson Malherbe, M.T.

Class III.—Razi Uddin Ahmad and Syed Ahmad, M.T.; William Fulbert Archer and Martin Archer-Shee, I.T.; Isaac Grainger Bates, G.I.; Frederick John Blahop and William Robert Brandt, L.I.; Arthur Bryan, M.T.; Thomas Drake Buckhill, I.T.; John Arthur Robert Cairns, M.T.; William Arthur Chance, G.I.; Harold Church, L.I.; Alfred Basil Cliff, G.I.; Clement John Fromanteel Cobbold and Thomas George Frederick Cochrane, I.T.; Cyril Blair Cooper, G.I.; Richard Dudley Craig and Ronald Gordon Cruickshank, I.T.; Sorabjee Adarjee Dalal, M.T.; Richard Frederick Henry Shelton de Saran, Anandi Prasad Dubé, and Robert Cecil Dunn-Gardner, I.T.; Edward Percy Everest, M.T.; Richard Bracken Farrer, I.T.; Ernest Alfred Fauch, G.I.; Valentine Fleming, I.T.; William George Gillings, M.T.; Israel Ginsberg, G.I.; Weir London Greenlee, Arthur William Hadrill, and Roger Evans Hall, I.T.; Horace Perkins Hamilton and Neils Jonas Dowona Hammond, L.I.; Robert Francis Hanbury, I.T.; Syed Abu Hassan, M.T.; Lindsay Harold Haynes, L.I.; George Arthur Canning Hearsey, M.T.; Frederick Murray Hicks and Charles Basil Mortimer Hodgson, I.T.; Qazi Tajammul Husain, M.T.; Marcus Hyman, G.I.; Cawasjee Burjorjee Jassawalla, M.T.; Kaifi Prasad Jayaswal, L.I.; William Felix Henry Jeffes, G.I.; Arnold Jones and Edward Herbert Gunter Jones, I.T.; Thomas Alfred Jones, M.T.; Faithful Edward Knottesford-Fortescue and Nand Lal, L.I.; Panna Lall, G.I.; Victor Lloyd-Bostock, I.T.; Inayat Ulilah Mahli, G.I.; George William Buckingham McLeod, Lawrence Mead, and Herbert Edward Measor, M.T.; Paul Bourchier Moxon, L.I.; Brahma Nand and John Leighton Nanson, G.I.; Hon. Albert Edward Alexander Napier, George John Ernest Neville, and Sholto Stuart Ogilvie, I.T.; Cyril Arthur Oliver, M.T.; David Robert Osborne, I.T.; Arunachalam Padmanabha and Maheesh Parsad, M.T.; Frederic Clyde Patton, I.T.; Guanam Dhanaswamy Pillai

and Mudujil Kesava Padmanabha Pillai, M.T.; Rahimtulla Karnali Pirhai, L.I.; Mahabir Prasad and Khushi Ram, G.I.; Charles Adolphe Knowles Renshaw, L.I.; William Benjamin Riele, I.T.; Mian Samiuddin, M.T.; Gustavus Charles Francis Schirmeister and James Yuill Scott, I.T.; Walter Samuel Scott, L.I.; Gur Prasada Sinha, G.I.; Surendra Nath Sinha and David Sovereign Smith, M.T.; Robert Workman Smith, Samuel Thomas Srinivasagam and Adrian Leslie Stephen, I.T.; William Hemming Stuart, M.T.; Robert Hardy Topham, I.T.; Harry Verney, M.T.; Henry Percy Weber, G.I.; Robert Charles Owen Wells, I.T.; George Rivers Blanco White, John Talfourd Wood, and Henry Buckley William Wynyard, L.I.; John Douglas Young, I.T.; Charles Nathan Silver Zeffer, M.T.

The number examined was 116, of whom 100 passed.

EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

The following students passed satisfactory examinations in Evidence, Procedure (Civil and Criminal), and Criminal Law:

Class I.—Harold Church, L.I.; Charles Wilton Wood Greenidge, M.T.; John Benjamin Lindenbaum, I.T.

Class II.—Leslie Harry Rupert Barr and Frank Beverley, M.T.; Thomas Drake Buckhill, I.T.; Cecil Charles Deanes, L.I.; Armand Louis D'Emmerce de Charmoy, I.T.; Richard Warren Fowell, L.I.; Arthur William Hadrill, I.T.; Edward James Purchase and Richard Brinsley Cassavetti Sheridan, M.T.; George Rivers Blanco White, L.I.

Class III.—Arthur Brian Ashby, I.T.; Herbert Asquith and Antonio Joaquim Basto, L.I.; Chimanlal Bhudar Bhojuck, Ratnakrishna Curran Bonnerjee, Robert Temple Cannet, Cecil Herbert Edward Chubb, and Joseph Arthur Copland, M.T.; Richard Dudley Craig, I.T.; Rabindranath Datta, G.I.; Shanker Yadeorao Deshmukh, L.I.; Frans Robert Dragten, G.I.; John Grant Duncan-Hughes, I.T.; Arthur Edgeson, M.T.; William Edwards, G.I.; Ganeshilal Varma Gaurishanker, M.T.; Rowland Parkinson Goffe, G.I.; Reginald Stuart Graham, M.T.; Richard Frederick Hayward, I.T.; George Arthur Canning Hearsey, M.T.; Charles Basil Mortimer Hodgson and John William Ronald Ilangakoon, I.T.; John James Lambert, M.T.; William Woodhouse Lane, I.T.; Percy Tyson Lewis, M.T.; Nissim Liebona, G.I.; Alexander Anthony Mango and Rabindranath Mitter, L.I.; Raymond Drummond Nolan, I.T.; Cyril Arthur Oliver, M.T.; Edward John Baron Oxenham, G.I.; John Mervyn Pollen, M.T.; Percy Paris Pope, I.T.; John Wagner Potter, M.T.; George Walker Profelt and Emmanuel Francis Quartey, L.I.; Edgar Rosewall, Syam Krishna Sahay, and Mian Samiuddin, M.T.; Walter Samuel Scott and Bankim Chandra Sen, L.I.; Narendra Nath Sen, G.I.; Alfred George Towers Settle, M.T.; John Simonds, L.I.; Charles William Slaughter, M.T.; Cecil Ferguson Smyly, I.T.; Innes Harold Stranger, M.T.; Richard Squire Thorne and Charles Bernardus Schrandt von Soelen, I.T.; Alan Lachlan Gordon Walker, M.T.; Henry Brooks Warner and William Henry Whitehouse, I.T.; Roger Escombe Wilcocks, M.T.; Edward Dudley Corscadden Wolfe and John Talfourd Wood, L.I.; Cyril Wood-Hill, I.T.

The number examined was 90, of whom 69 passed.

FINAL EXAMINATION.

Class I. (in order of merit).—Alexander Harold Douglas, M.T., studentship of 100 guineas a year tenable for three years, and Arthur Henry Droop, I.T., equal; Robert Cecil Edmonds, M.T.; Arthur Penrose Pershouse and Rowland James Theodore Gibson, I.T.; Moung May-Oung, L.I.; William Frederick Wright, M.T.; Hector Burn-Murdoch, I.T., and George Malcolm Hilbery, G.I.—certificates of honour. The studentship would have been divided between Mr. Douglas and Mr. Droop had not Mr. Droop been disqualified by age.

Class II. (in order of merit).—Thomas Tetterell Phelps, I.T.; Clayton Cozens-Smith, M.T.; Ernest Edward Dent, L.I.; Alan Christopher Hershensohn, M.T.; Donald Wallace Johnstone Urquhart, G.I.; Solomon Horowitz, I.T.; Kenneth Clunes Berrington, L.I., and Rory Joseph Laidon Tindall, M.T. (the two last equal); Henry Ernest Gisleyer, L.I.; Gerald Thomas Fitzgerald, I.T.; John Howard Molyneux and Walter Samuel Scott, L.I.; and Walter Delay Ward, I.T. (the four last equal); Arthur William Hadrill and Frederick Christian Districhsen, I.T.; Kenneth James Muir-Mackenzie, M.T.; James Geoffrey Gordon, I.T.; Shiavaksh Adarji Goghalava, M.T.; John Henry Greenwood, Godfrey Creswell Hutchinson, and Nai Chuan, I.T.; Gosford Collins Sawyer, L.I.; James Agnew, I.T.; Augustus Boyle Chamberlayne Merriman-Labor, L.I.; Robert Henry Rynn Stewart and Hugh Stanton Chatfield, I.T.; Dennis Victor Harvey, G.I.; Hugh Makins, I.T.; Philip King Chin Tyau, M.T.; Herbert Watkinson, I.T.; Ernest Russell Gurney, G.I.; Gerald Milnes Fitzgerald, I.T.; George Arthur Augustus Mathews, L.I.; Armand Louis d'Emmerce de Charmoy, I.T.; Debendra Nath Bonarjee and Charles Edward Mathew Broadley, L.I.; Gerald Dodson and Ernest Reginald Martin Castle, I.T.; Jyoti Chandra Ghose, M.T.

Class III. (in alphabetical order).—Mohamad Aaghaz, M.T.; Satis Chandra Bagchi and Hedley Coward Bartlett, G.I.; Albert William Bodeker, M.T.; Bartie Bradshaw, James Courtney Buchanan, and Fakir Chaudhuri, L.I.; Samuel Beech Chester, M.T.; John Joseph Christian, Orme Bigland Clarke, Wilbraham Villiers Cooper, and Adrian Gray Corbett, I.T.; Alfred Henry Seddon Cripps, M.T.; Walter Septimus Curtis, Dewan Sureshar Dasa, and James William Dearden, I.T.; Tirath Ram Dhir and Mian Muhammed Diu, G.I.; Manilal Mangalal Doctor, M.T.; John Grant Duncan-Hughes, I.T.; William Crowder Easton, M.T.; Alfred Harold Edwards, I.T.; Morgan Ignatius Flanigan, M.T.; Valentine Fleming, John Anderson Fowler, Archibald Rutledge Henry, Hubert Hickman, and John William Ronald Ilangakoon, I.T.; Daniel Jones, jun., L.I.; William Haasam Mills, G.I.; Isaac Nahon, M.T.; Jagannath Nath, G.I.; Mian Haq Nawaz and Samuel Euon Otoo, L.I.; Maheesh Parasad, John Poyer, Mohamad Kaleemur Rahman, and Kolachelem Ramachender, M.T.; Ram

Rattan, G.I.; Robert Malram Dickson Reid, I.T.; William Hugh Riley Pearson, G.I.; John Carteret Hyde Seale, I.T.; Arthur Edgar Tillman, M.T.; George Leonard Tottenham and Lazarus Tyfield, I.T.; Denis Antoine Louis Ulcoq, M.T.; Cornelis Hermans Wessels, Francis Charles Bartholomew West, Cyril Wood-Hill, and Emanuel Wright, I.T.; Mohammad Zachariah, M.T.

The number examined was 122, of whom 99 passed. Three candidates were ordered not to be admitted for examination again until the Trinity examination, 1907.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 8.—Chairman, Mr. Adams.—The subject for debate was: "That the case of *Tunnicliffe & Hampson (Lim. v. West Leigh Colliery Co.)* (1906, 2 Ch. 22) was wrongly decided." Mr. Adams opened in the affirmative, Mr. Fiston seconded in the affirmative; Mr. A. T. Bucknill opened in the negative, Mr. Salisbury seconded in the negative. The following members continued the debate: Messrs. Bretheron, Dowding, Kraus, and Shrimpton. The motion was lost by five votes.

Obituary.

Mr. E. W. Bird.

We regret to record the death some days ago of Mr. Edward Wrangham Bird, solicitor, of Liverpool, at the age of seventy-three years. He died suddenly while on a railway journey from Bebington to Woodside. He was admitted in 1856, and practised originally in partnership with the late Mr. Clarke Aspinall, the firm being known as Aspinall & Bird; but when Mr. Aspinall was appointed city coroner in 1873 Mr. Bird joined the firm of which at the time of his death he was senior partner—Messrs. Laces, Bird, Wilson, & Todd. In 1885 he was appointed justice of the peace for the city of Liverpool. Mr. Bird was a trustee for a number of churches in the city of Liverpool, chairman of the Council of St. Aidan's College, Birkenhead, chairman of the Diocesan Lay Readers' Association, and in 1875–1876 he was president of the Liverpool Law Society. He was one of the best known members of the legal profession in Liverpool, and, as the Recorder remarked, his death is a great loss to the community generally.

Legal News.

Appointments.

Mr. M. W. MATTINSON, K.C., has been elected Master of the Library of the Honourable Society of Gray's-inn, in succession to his Honour Judge Mulligan, K.C.

Professor JOHN CUTLER, K.C., M.A., has been elected by the Faculty of Laws of the University of London to be their Representative on the Senate in the place of Lord Davey, resigned. Lord Davey was appointed to the Senate by the Crown in 1905 in consequence of the non-existence of the Faculty at that date. The Faculty has now been duly constituted, and Mr. Cutler is the first person elected by the Faculty to represent them on the Senate. The Faculty, in conjunction with the Board of Legal Studies, has charge of all the legal educational work of the university.

Changes in Partnerships.

Dissolutions.

THOMAS BESCOBY and ARTHUR PEEL WILLIAMSON, solicitors (Bescoby & Williamson), Retford. Dec. 31, 1906.

GEORGE GORDON WARREN and JOHN ST CLAIR UPTON, solicitors (Warren & Upton), Market Drayton. Dec. 31, 1906. [Gazette, Jan. 11.]

THOMAS BURTON and JOHN DICKINSON, solicitors (Burton & Dickinson), Wakefield. Dec. 31, 1906. [Gazette, Jan. 15.]

Information Required.

JUDGE CRAWFORD.—The address is wanted of the solicitors of the late Judge Crawford or Craufurd (died 1876–77), or his representatives.—Edward Webster, 14, Randolph-place, Edinburgh.

General.

It is announced that the King will open the new Sessions House at the Old Bailey in the first fortnight of February. The exact date has not yet been fixed by His Majesty, but the new courts will be ready for business on the 25th of February, when the Central Criminal Court will begin its February session.

Sir Edward Clarke, K.C., who in his early days was in the Press Gallery of the House of Commons, has lately, says the *Evening Standard*, been engaged in preparing a new system of shorthand, which Messrs. Simpkin, Marshall will publish soon. To a representative of the *Tribune* he explained that his system is an adaptation of Taylor's work, but much simpler. "In fact, it is so simple that it requires no teacher. Anybody may learn it by himself. One great distinction it has is that there are no thick and thin strokes, and there are few or no arbitrary signs."

The following is the official announcement of the result of the council of judges held last week: "The Lord Chancellor presided at a council of all the judges of the Supreme Court at the Royal Courts of Justice, when their lordships decided to alter the date for beginning the Long Vacation to the 1st of August instead of the 13th of August, as at present, while the Michaelmas sittings will begin on the 12th of October instead of the 24th of October. A committee of judges was appointed to consider the details and prepare an Order in Council, and it is expected that the alteration will come into operation in August next."

The following are the circuits chosen by the judges for the Summer Assizes: North Wales Circuit, the Lord Chief Justice; South Wales Circuit, Mr. Justice Walton; North-Eastern Circuit, Mr. Justice Grantham and Mr. Justice Ridley; Oxford Circuit, Mr. Justice Lawrence and Mr. Justice Sutton; Midland Circuit, Mr. Justice Jelf and Mr. Justice Bray; South-Eastern Circuit, Mr. Justice Kennedy and Mr. Justice Philimore; Western Circuit, Mr. Justice Bigham and Mr. Justice Bucknill; Northern Circuit, Mr. Justice Channell and Mr. Justice A. T. Lawrence. Mr. Justice Darling will remain in London.

When Nathan M. Morse was trying the Tuckerman Will Case before Judge McKim, Dr. Jelley, the well-known expert on insanity, was, says the *Boston Herald*, one of the witnesses. One of the hypothetical questions asked of the witness by Mr. Morse contained no less than 20,000 words. The lawyer started this pithy question at the opening of court and closed only a few minutes prior to the noon adjournment. The point that Mr. Morse was endeavouring to bring out related to the mental condition of the testator when he made his will. This is said to have been the longest single interrogation ever made in a court of law, and the answer comprised just three words, "I do not."

Mr. Joseph Choate, president of the State Bar Association, on Tuesday, says a telegram from Albany, published in the *Times*, delivered an address to the association in which he compared legal practice in Great Britain and in America to the disadvantage of the latter. He attributed the detraction of the independence and disinterestedness of American lawyers chiefly to the change made several generations ago by statute, whereby American lawyers and clients were permitted to agree to any terms of compensation they pleased, including contingent fee contracts for shares, and the lawyer was even allowed to pay all expenses and take half the proceeds. Mr. Choate urged individual advocates to refuse to participate in such practices.

Never in recent times, says a writer in the *Daily Telegraph*, has the King's Bench Division been so overloaded with business. In 1898, at the opening of the Hilary Term, there were 831 cases awaiting trial; in 1899, 599; in 1900, 768; in 1901, 694; in 1902, 809; in 1903, 845; in 1904, 796; in 1905, 884; and in 1906, 927. Now there are 997. And in the Court of Appeal the figures have not been so high since 1903. The total of 345 compares with 275 in 1906, 254 in 1905, 258 in 1904, 366 in 1903, 432 in 1902, 319 in 1901, and 328 in 1900. In the Chancery Division, also, where work of late years has not been abundant, the cases entered for trial are 338, as against 223 a year ago, and 217 in 1905; and the customary assistance rendered by the equity judges to those of the King's Bench Division will therefore in all probability not be forthcoming. Only in the Probate, Divorce, and Admiralty Division is there a falling off. Last year there were 395 cases, and now there are 362.

Four of the members of the committee which the Law Society has now appointed to consider the safeguarding of clients' moneys were, says a writer in the *Globe*, members of the similar committee that sat in 1900. They are Sir Albert Rollit, Mr. Henry Manisty, Mr. Thomas Rawle, and Mr. B. R. Heaton. With regard to the custody of clients' moneys, the committee of 1900 found it necessary to remind solicitors that they were not bankers, and ought not to make use of their clients' money in their hands. "Where accounts are properly and carefully kept," added the committee, "the books speak for themselves, and there is no absolute necessity for any separate banking account to secure this, but many solicitors do keep a banking account separate from their own, and identified as a trust fund, to which they place all moneys in their hands belonging to their clients, and in the opinion of the committee it is very desirable that, as far as possible, this course should be adopted in addition to the careful keeping of accounts." Unfortunately, the committee failed to suggest any method by which solicitors could be compelled to do this "very desirable" thing, though they declared their belief that among some members of the profession there was "considerable laxity and carelessness" in the keeping of their accounts. To repair this omission is one of the principal tasks of the new committee.

A writer in the *Albany Law Journal* under the head of "Tricked Into a False Statement" says: There is another case of this kind, a famous one, which, though usually quoted as a brilliant example of the lawyer's skill in cross-questioning, may be presented as a warning to over-confident witnesses. It is one of those cases, too, where people usually laugh at the discomfiture of the witness and applaud the triumph of the lawyer, yet it was simply a trick, a very smart trick, it is true, but still nothing but a trick, which served to defeat the ends of justice. In a criminal trial in which Daniel O'Connell was cross-questioning a witness, there was a silk hat brought forward which this witness positively identified as the one he saw on the head of the prisoner on the night of the crime. "You are sure this is the hat?" "Yes, sir, I am sure." "You saw it on the head of the prisoner?" "I did." "You looked at it afterwards?" "I did." "You know it, then, inside and outside?" "I do." Then the cross-questioner took up the hat, and, looking carefully into it, began spelling out, letter by letter, in a low voice, the name printed or written in the hat, "J-o-h-n S-m-i-t-h." He then continued: "You saw the name in the hat?" "I did." "You are

sure of that?" "I am." O'Connell, now turning to the judge, said: "Your honour, the case is closed—there is no name in the hat." And he won the case. But I ask you and all honourable men, was this fair? Are such tactics allowable, where law and justice are supposed to be dispensed?

On Monday last the Lord Chief Justice unveiled a marble bust of the late Mr. Inderwick, K.C., which has been placed in the Bar Library of the Royal Courts. The bust is by Mr. George Frampton, R.A., and bears the inscription, "Frederick Andrew Inderwick, K.C., 1835–1904," and the black pedestal on which it rests is inscribed with the words, "A Distinguished Advocate, a Learned Author, a Faithful Friend." It has been subscribed for by upwards of 100 members of the bench and bar. Those present at the ceremony included Lord Macnaghten, several of the judges, and many members of the profession. After Mr. Justice Bargrave Deane had thanked the Lord Chief Justice in the name of the memorial committee for undertaking to unveil the bust, and had stated the steps which led to its execution, the Lord Chief Justice said that no thanks were due to him for his presence; anyone who knew Mr. Inderwick would be gratified to be asked to take part in such a proceeding. They were commemorating for all time the life of one whom they greatly respected, revered, and loved. Mr. Inderwick had been rightly described as a distinguished advocate. He had known him for upwards of thirty years in the active practice of his profession, and what had struck him most about their late friend was his great industry, his great power of assimilation of detail, and his general tact and consideration for all those who were opposed to him or who were in any way engaged in the cause in which he was appearing. On no single occasion did he ever forget his position as a gentleman. He was not aware that he had ever heard a single word spoken against him. He commanded the respect of those with whom he practised and of every judge before whom he appeared. As an author he had greatly distinguished himself, and shewed that he was a man of great historical learning. It would ever redound to the credit of his memory that in the midst of a busy life in the prosecution of his profession he found time to leave behind him monuments of the history of his own inn, accompanied by his own guide, which would be of great value to future members of the Inner Temple. He was, too, a faithful friend, and no man had his heart more open to the members of the profession than he. The memorial stood in a library with which he had no small connection, for he had been chairman of the library committee for seven years. His name would be recorded as one who widely maintained the best traditions of his great profession, and left behind him an example which every young barrister would do well to endeavour to follow. He then unveiled the bust, and complimented Mr. Frampton on its successful execution. Mr. Dauney accepted the bust on behalf of the library committee. We may add that Mr. C. J. Wilcock acted as honorary secretary to the memorial committee, and was indefatigable in his efforts to promote the memorial.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY APPEAL COURT ROTA.	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE
Monday, Jan.	31	Mr. Leach	Mr. Goldschmidt	Mr. Greswell
Tuesday	22	Greswell	Theed	Leach
Wednesday	23	Borrett	Goldschmidt	Greswell
Thursday	24	Bloxam	Theed	Leach
Friday	25	Theed	Goldschmidt	Greswell
Saturday	26	Goldschmidt	Theed	Leach

JOYCE.

CHURCH.

KING.

CHURCH.

KING.

CHURCH.

KING.

PARKER.

DATE	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE
MONDAY, JAN.	SWINNEY EADY.	WARRINGTON.	NAVILLE.	PARKER.
MONDAY, JAN.	31	Mr. Beal	Mr. Bloxam	Mr. Carrington
TUESDAY	22	Farmer	Borrett	Pemberton
WEDNESDAY	23	Beal	Bloxam	Carrington
THURSDAY	24	Farmer	Borrett	Pemberton
FRIDAY	25	Beal	Bloxam	Carrington
SATURDAY	26	Farmer	Borrett	Pemberton

KING.

CHURCH.

PEMBERTON.

CARRINGTON.

FARMER.

BEAL.

COURT OF APPEAL.

HILARY Sittings, 1907.

(Continued from p. 177.)

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1905.

Wilson and ors v Grant and ors appl of pliffs from judgt of Mr Justice Ridley, dated Nov 28, 1904, without a jury, Middlesex (restored Nov 30, 1906, for Jan 11, 1907, in Court of Appeal No II.) Feb 8
 Rumball v Bunting appl of pliff from judgt of Mr Justice Channell, dated March 11, 1905, without a jury, Middlesex (s o for appointment of legal representative) April 12
 Waters (trading as F S Waters & Co) v Gallagher & Co appl of pliff from judge of The Lord Chief Justice, dated July 21, 1905, Middlesex Aug 2
 West Riding of Yorkshire Rivers Board v Robinson Bros appl of defts from judge of The Lord Chief Justice and Justices Wills and Darling, dated Nov 3, 1905 Nov 14
 Gibbon and ors v Payne and ors appl of pliffs from judgt of Mr Justice A T Lawrence, dated Nov 10, 1905, without a jury, Middlesex Nov 25

Seal v Hoffman appl of deft from judgt of Mr Justice Warrington, dated Nov 24, 1905, without a jury, Middlesex Dec 7
 Davies (Appit) v Seisdon Union Assessment Committee of the Parish Council of Kinver (Respts) appl of respts from judgt of The Lord Chief Justice and Justices Lawrence and Ridley, dated Dec 14, 1905 Dec 23
 American Trading Co v Schouten appl of deft from judgt of Mr Justice Channell, dated Nov 24, 1905, without a jury, Middlesex Dec 23

1906.

Great Central Ry Co (Appits) v The Assessment Committee of the Banbury Union (Respts) appl of respts from judgt of Mr Justices Lawrence and Mr Justice Ridley, dated Dec 14, 1905 Jan 1 London and North-Western Ry Co (Appits) v The Assessment Committee of the Amthill Union and ors (Respts) appl of respts from judgt of the Lord Chief Justice and Justices Lawrence and Ridley, dated Dec 15, 1905 Jan 11 Montgomery v Hutchins and anr appl of pliff from judgt of Mr Justice Bray, dated Dec 21, 1905, special jury, W D Div Co of Lancaster Jan 1

Blackpool and Fleetwood Tramway Co (Appits) v Thornton Urban District Council (Respts) appl of appits from judgt of the Lord Chief Justice and Justices Lawrence and Ridley, dated Dec 13, 1905 Jan 4

Sibery (Appit) v Connolly (Respt) appl from judgt of the Lord Chief Justice and Justices Lawrence and Ridley, dated Dec 18, 1905 Jan 11

Mayor, &c, of the Met Boro of Lambeth v South London Electric Supply Corp Id appl of pliffs from judgt of Mr Justice Bigham, dated Nov 16, 1905, without a jury, Middlesex Feb 21 Same v Same Feb 21

Ashbee v Rollings appl of pliff from judgt of Mr Justice Grantham, dated Dec 20, 1905, without a jury, Middlesex Feb 24

Tozeland v The Guardians of the Poor of the West Ham Union appl of deft from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 14, 1906 Feb 24

The Guardians of the Gloucester Union by Walter George Williams, their Relieving Officer v The Gloucester Co-operative and Industrial Soc Id appl of pliffs from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated Feb 15, 1906 Feb 26

Hutton v Ras Steam Shipping Co Id appl of pliff from judgt of The Lord Chief Justice, dated Dec 4, 1905, jury discharged, Middlesex March 1

The Solidified Oil Co Id v Benjamin appl of deft from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 21, 1906 Feb 27

Dewar v Tasker & Sons Id appl of pliff from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 16, 1906 March 3

Bullen v Swan appl of pliff from judgt of Mr Justice Walton, dated Feb 7, 1906, without a jury, Middlesex March 2

Mayer v Swan and anr appl of deft Sachs from judgt of Mr Justice Buckley (additional judge, &c), dated Feb 19, 1906, without a jury, Middlesex March 5

Biddle Hart appl of pliff from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 23, 1906 March 8

Weldon v Matthews appl of pliff from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 26, 1906 March 9

Porch v Hawes appl of pliff from judgt of Mr Justice Darling, dated Feb 24, 1906, without a jury, Middlesex March 9

Barnett v Butler appl of pliff from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 27, 1906 March 10

Gillett v Barrasford appl of deft from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated March 5, 1906 March 15

Galloway v Steinberger appl of deft from judgt of Mr Justice Farwell (additional judge), dated Feb 6, 1906, without a jury, Middlesex March 16

Insole & Son v Gueret appl of deft from judgt of Mr Justice Phillimore dated March 5, 1906, without a jury, Middlesex March 20

London United Tramways (1901) Id v Assessment Committee of Brentford Union and Overseers of the Parish of Chiswick appl of respts from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated March 7, 1906 March 20

Wallis & Stevens Id v Waugh and Freeman appl of deft Freeman from judgt of Mr Justice Kennedy, dated March 16, 1906, without a jury, Middlesex March 22

Whipple v Penpol Tin Smelting Co Id appl of defts from judgt of The Hon Judge Taylor, KC, Liverpool Court of Passage, dated March 10, 1906 March 24

Doig v Barnard appl of pliff from judgt of Mr Justice A T Lawrence dated Jan 12, 1906 April 3

Smith and anr v Gobbel and ors (trading as Gobbel & Grandjean) appl of defts from judgt of Mr Justice Bigham, dated March 28, 1906, without a jury, Middlesex April 6

Von Freeden v Hull and ors appl of defts from judgt of Mr Justice Phillimore, dated March 12, 1906, without a jury, Middlesex April 9

The Mayor, Aldermen and Councillors of the City of Westminster v The Gordon Hotels Id appl of appits from judgt of The Lord Chief Justice and Justices Darling and Bray, dated April 6, 1906 April 11

Darling & Son Roeburn and anr appl of deft from judgt of Mr Justice Kennedy, dated April 2, 1906, without a jury, Middlesex April 18

Wakefield and District Light Ry (Appits) v Mayor, &c, of Wakefield (Respts) appl of respts from judgt of Justices Ridley, Darling, and A T Lawrence, dated April 10, 1906 April 21

Fraser v Filer appl of pliff from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 15, 1906 April 21

Mersey Ry Co v Wirral Ry Co appl of deft from judgt of Mr Justice Bray, dated March 1, 1906 (West Derby Division of the County of Lancaster) April 25

- Loftus v Carpenter** appl of deft from judgt of Mr Justice Kennedy, dated April 11, 1906, without a jury, Middlesex April 26
- Lennard v Kent and East Sussex Light Ry Co** appl of pltf from judgt of Mr Justice Ridley, dated Jan 31, 1906 (jury discharged), Middlesex April 28
- Mackay v Edwardes** appl of pltf from judgt of Mr Justice Bigham, dated Jan 30, 1906, with a special jury, Middlesex April 30
- The Queen of the River Steamship Co Id v The Conservators of the River Thames and Easton Gibb & Son** appl of pliffs from judgt of Mr Justice Kennedy, dated March 23, 1906, without a jury, Middlesex May 7
- Rex v The Mayor and Corp of Brighton** (expte Edward Dudley Shoessmith) appl of defts from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated April 30, 1906 May 14
- Green (Appit) v Assessment Committee of the Newport Union and Overseers of the Parish of Goldcliff (Resps)** appl of appts from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated April 26, 1906 May 16
- Stead (Appit) v Assessment Committee of the Newport Union and the Overseers of the Parish of Nash (Resps)** appl of appts from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated April 26, 1906 May 16
- Housey and anr v Prosser** appl of pltf from judgt of Mr Justice Walton, dated April 3, 1906, without a jury, Middlesex May 16
- Robert Arthur Theatre Co Id v Mason & Jacob** appl of defts from judgt of Mr Justice Sutton, dated Feb 19, 1906, without a jury, Middlesex May 17
- Fitzgerald v Tilling** appl of pltf from judgt of Mr Justice Jelf, dated May 9, 1906 with a common jury, Middlesex, and cross-notice by deft, dated June 1, 1906 May 17
- In re Arbitn between Cox, McEwen, & Co and Hoare, Marr & Co and Arbn Act, 1889 appl of Cox, McEwen, & Co from judgt of Mr Justice Bray, dated May 3, 1906 May 18
- Noakes & Co Id v Day** appl of deft from judgt of Mr Justice Lawrence, dated April 28, 1906, without a jury, Middlesex May 19
- Hore v Day** appl of deft from judgt of Mr Justice Buckley (additional judge), dated May 10, 1906, without a jury, Middlesex May 19
- Taylor v Mayor, &c, of Maidenhead** appl of pltf from judgt of Mr Justice Buckley (additional judge), dated May 12, 1906, without a jury, Middlesex May 21
- Cohn v Henderson** appl of pltf from judgt of Justices Kennedy and A T Lawrence, dated May 3, 1906 (security ordered) May 21
- De Jong v Johnson & Sons Id** appl of pltf from judgt of Mr Justice Lawrence, dated Feb 24, 1906 May 22
- The King v The Judge of the Marylebone County Court and The Great Western Ry** appl of the Great Western Ry from judgt of the Lord Chief Justice and Justices Darling and Channell, dated May 9, 1906 May 22
- Goldschmidt v Weldhen & Bleriot** appl of pltf from judgt of Justices Kennedy and A T Lawrence, dated May 4, 1906 May 22
- Smith v Prosser** appl of pltf from judgt of Mr Justice Grantham, dated May 7, 1906, without a jury, Middlesex May 23
- The King, on the prosecution of the Guardians, &c, of Walsall Union v Justices of Middlesex** appl of Walsall Union from judgt of the Lord Chief Justice and Justices Darling and Channell, dated May 14, 1906 May 25
- Beer v Bell** (wife sued in respect of her separate estate) appl of pltf from judgt of Mr Justice A T Lawrence, dated May 19, 1906, with a special jury, Middlesex May 26
- Richards v Hall** appl of pltf from judgt of Justices Kennedy and A T Lawrence, dated May 17, 1906 May 26
- In the Matter of the Arbitration Act, 1889 between Coleman's Depositories Id and The Life and Health Assoc Assoc appl of Life and Health Assoc Assoc Id from judgt of Mr Justice Bray, dated May 4, 1906 May 26
- The King v City of London Union (expte Mayor, &c, of the City of London)** appl of Associated Newspapers Id from judgt of the Lord Chief Justice and Mr Justice Bray, dated May 17, 1906 May 29
- Same v Same** appl of the Managers of the Metropolitan Asylum District from judgt of the Lord Chief Justice and Mr Justice Bray, dated May 17, 1906 (stay granted until hearing of appl) May 29
- Hill v Thomas & Sons** appl of defts from judgt of Mr Justice Sutton, dated April 11, 1906 May 29
- Lancaster Rural District Council v Fisher & Le Fanti** appl of defts from judgt of Mr Justice Bigham, dated May 16, 1906, without a jury, West Derby Division of the County of Lancaster May 16
- Pacific Steam Navigation Co v Pugh & Son** appl of defts from judgt of Mr Justice Bigham, dated May 15, 1906, without a jury, West Derby Division of the County of Lancaster, and cross-notice by pliffs, dated May 30, 1906 May 30
- Jones v Wakefield Hippodrome Id** appl of pltf from judgt of Justices Kennedy and A T Lawrence, dated May 8, 1906 (s o to Jan 11, 1907) May 31
- The King v City of London Union (ex parte Mayor, &c, of the City of London)** appl of H R Banes & Co Id from judgt of the Lord Chief Justice and Mr Justice Bray, dated May 17, 1906 May 31
- Same v Same** appl of Overseers of the Poor of the Precinct of Whitefriars from judgt of same Court, same date May 31
- Same v Same** appl of South-Eastern and Chatham Ry Companies Managing Committee from judgt of same Court, same date May 31
- Sadler v Baker & Laycock** appl of pltf from judgt of Justices Kennedy and A T Lawrence, dated May 18, 1906 June 1
- Wilkinson and anr v Lancashire and Yorkshire Ry Co** appl of defts from judgt of Justices Kennedy and Bray, dated May 25, 1906 June 1
- Lacons and ors v Warmoll** appl of deft from judgt of Justices Kennedy and A T Lawrence, dated May 21, 1906 June 1
- Clare v Joseph** appl of pltf from judgment of Justices Ridley and Darling, dated May 23, 1906 June 2
- Hewlett v Yend and ors** appl of pltf from judgt of Justices Ridley and Darling, dated May 21, 1906 June 6
- Harris v Fiat Motors Id** appl of pltf from judgt of Justices Ridley and Darling, dated May 17, 1906 (security ordered) June 7
- Phoenix Wharf and Coal Co Id v The Southampton Harbour Board** appl of defts from judgt of Mr Justice Bray, dated May 24, 1906 (special case) June 7
- Lane Bros v J Moralee, the younger (carrying on business as J Moralee & Co) appl of deft from judgt of Mr Justice Sutton, dated May 21, 1906 without a jury, Middlesex June 7
- Young & Marten Id v Beach appl of deft from judgt of Mr Justice Lawrence, dated May 19, 1906, without a jury, Middlesex June 8
- Lawton v Cameron appl of pltf from judgt of the Hon Judge Taylor, KC, Court of Passage, Liverpool, dated May 28, 1906 June 11
- Osborn v Cantlay and anr** appl of pltf from judgt of Justices Ridley and Darling, dated May 17, 1906 June 12
- Societe Francaise des Munitions, &c v Rabbidge appl of pliffs from judgt of Justices Kennedy and Bray, dated May 22, 1906 June 13
- In re Arbitration Act, 1889 Max Thomas and Holstrom & Co appl of Max Thomas from judgt of Justices Ridley and Darling, dated May 21, 1906 June 13
- Buck v Broard and anr appl of pltf from judgt of Mr Justice Ridley, dated May 30, 1906 June 13
- Mather v Hall & Co Id and Hall appl of pltf from judgt of Mr Justice Phillimore, dated May 25, 1906, without a jury, Middlesex June 18
- Wheatley v Smithers and anr appl of pltf from judgt of Justices Ridley and Darling, dated May 24, 1906 June 20
- Litchfield v Drefus appl of deft from judgt of Mr Justice Farwell (additional judge), dated March 22, 1906 June 23
- English and Colonial Produce Co v Marchant appl of deft from judgt of Mr Justice Kekewich (additional judge), dated June 8, 1906, without a jury, Middlesex June 28
- London and India Docks Co v Thames Steam Tug and Lighterage Co appl of pliffs from judgt of Justices Kennedy and A T Lawrence, dated June 12, 1906, and cross-notice by defts, dated July 21, 1906 June 30
- Evans v Hobbs appl of deft from judgt of Mr Justice Kennedy, dated June 20, 1906, at Reading (Berks), common jury July 3
- Lancashire and Cheshire Coal Assoc and R Evans & Co Id v London and North-Western Ry Co and Lancashire and Yorkshire Ry Co (Railway and Canal Commission) appl of pliffs from judgt of Mr Justice Bigham, Sir F Peel, and The Hon A E Gathorne Hardy, dated June 21, 1906 July 3
- Oceanic Steam Ship Co v Faber appl of pliffs from judgt of Mr Justice Walton, dated May 1, 1906, without a jury, Middlesex July 4
- Lees v The Lancashire and Cheshire Miners Federation and ors appl of defts from judgt of Mr Justice Ridley, dated June 19, 1906 (jury discharged) July 7
- London Salt Co Id v T S Harris & Co Id appl of pliffs from judgt of Mr Justice Bray, dated June 19, 1906, without a jury, Middlesex July 9
- Sharp v Bates appl of deft from judgt of Justices Darling and Ridley, dated May 25, 1906 July 9
- Shaw v Spiers appl of pltf from judgt of Mr Justice Swinfen Eady (additional judge), dated June 20, 1906, without a jury, Middlesex July 10
- In re Taxation of Costs and In re H R Newson, gentleman, &c appl of Newson from judgt of Mr Justice Phillimore, dated June 21, 1906 (security ordered) July 12
- The Bede SS Co Id v The Bangan Syndikat G M B H of Berlin appl of defts from judgt of Mr Justice Kennedy, dated June 23, 1906, without a jury, Middlesex July 14
- Automobile Review Id v Lamb Bros & Garnett appl of pliffs from judgt of Mr Justice Darling, dated June 1, 1906, without a jury, Middlesex July 16
- Horsley & Floyd v Edwards, Rumpier & Co and ors appl of defts Puddy & Hale Id from judgt of Mr Justice Walton, dated May 21, 1906, without a jury, Middlesex July 24
- In the Matter of an Arbitration between W F B Eadon and the Lord Mayor, Aldermen and Burgesses of the City of Bristol appl of the Lord Mayor, &c, of Bristol from order of Mr Justice Kennedy, dated July 17, 1906 (special case) July 25 John Gibbs v Same July 25 Charles A Newman v Same July 25 R H Carpenter and ors v Same July 25 (transferred to Final List, Aug 6, 1906)
- Grose-Smith v The Isle of Wight Ry Co appl of pltf from judgt of Mr Justice Buckley (additional judge), dated May 5, 1906, without a jury, Middlesex July 26
- Manwaring v Jennings appl of deft from judgt of Mr Justice Ridley, dated July 17, 1906 July 27
- In re The Agricultural Holdings Acts, 1883 to 1900, and In re an Arbitration between C E Jennings and E J Manwaring appl of C E Jennings from judgt of His Honour Judge Emden (special case), dated July 13, 1906, Tunbridge Wells July 27
- In re Arbitration Act, 1889 The Laundry Employers, &c, Co Id v The Accident Inse Co Id appl of Accident Inse Co from judgt of Mr Justice Kennedy (special case), dated July 24, 1906 Aug 1
- Martyn v Cowell and anr appl of defts from judgt of Mr Justice Phillimore, dated July 21, 1906, without a jury, Middlesex Aug 2
- The Premier Boiler Tubes Id v Hargreaves appl of deft from judgt of Mr Justice Bray, dated July 20, 1906, without a jury, Manchester Aug 3

N. WALES AND CHESTER, GLASTONBURY,	S. WALES AND CHESTER,	NORTHERN, A. T. LAWRENCE,
MIDLAND, Charnell T. (1)	OXFORD, T. (1)	WINTER, ASSESSES, 1907.
EASTERN, T. (1)	WESTERN, T. (1)	
N. EASTERN, T. (1)	WINTER, ASSESSES, 1907.	
MIDLAND, T. (1)	OXFORD, T. (1)	

The Mayor &c, of the Borough of Chorley v Nightingale appl of plifff from judge of Justices Kennedy and A T Lawrence, dated July 19, 1906 Aug 3
The Morrison Shipping Co Id v Drefus & Co appl of defts from judge of Mr Justice Phillimore, dated July 26, 1906, without a jury, Middlesex Aug 3
Macbeth v The North and South Wales Bank Id appl of defts from judge of Mr Justice Bray, dated June 30, 1906, without a jury, Middlesex Aug 4
Mayor, &c, of West Bromwich v Martin appl of deft from judge of Justices Kennedy and A T Lawrence, dated May 10, 1906 Aug 4
Frost v Douglas appl of deft from judge of Mr Justice Ridley, dated July 31, 1906, Middlesex (special case) Aug 8
Wilkinson v Walthamstow District Council and anr appl of plifff from judge of Justices Ridley and Darling, dated May 15, 1906 Aug 9
Fear v Phillips appl of deft from judge of Mr Justice Jelf, dated July 30, 1906, without a jury, Cardiganshire Aug 10
Attorney-General v London and India Docks Co (Revenue Side) appl of defts from judge of Mr Justice Walton, dated Aug 3, 1906 Aug 10

(To be continued.)

Circuits of the Judges.

SECOND EDITION.

The following judge will remain in town: THE LORD CHIEF JUSTICE OF ENGLAND, during the whole of the Circuits; the other judges till their respective commission days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two judges go there will be no alteration in the old practice.

WINTER ASSEMBLIES, 1907.	WESTERN.	N. EASTERN.	S. EASTERN.	OXFORD.	MIDLAND.	N. WALES, CHESTER AND GLASGOW.	NORTHERN.	B. T. LAWRENCE	
								SUTTON, J. (1)	SUTTON, J. (2)
Priday, Jan. 11	Grauchan, J. (1)	Lawnans, J. (1)	Ridley, J. (1)	Bishop, J. (1)	Channon, J. (1)	Haworth, J. (1)	Appley	Jaff, J.	Bray, J.
Monday	Darling, J. (2)	Kennedy, J. (2)	Bucknill, J. (3)	Walton, J. (3)	Philimore, J. (2)	Westwood	Carlisle		
Tuesday						Wetherby	Lancaster		
Wednesday						Wetherby	Leicester		
Thursday						Wetherby	Nottingham		
Friday						Wetherby	Derby		
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Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 11.

- ARNOLD, WILLIAM, Kenilworth, Farmer Jan 26 Kate Arnold, Kenilworth
BARKER, REV ALFRED GRESLEY, Sherdon upon Loddon, Hants Feb 11 Agnes Barker,
Serkfield upon Loddon, Hanter
BEAVIS, EMMA JANE, Victoria rd, Kilburn Feb 9 Saxon & Son, Queen Victoria st
BROFFORD, ELIZABETH, Acton Jan 26 Weyman & Co, Ludlow, Salop
BELLINGER, JOHN, Newton, Southampton, Bookbinder March 1 Hallett & Martin,
Southampton
BOOT, WILLIAM, Astotse, Northampton, Innkeeper Feb 12 Howes & Co, Towcester
BOSSY, WILLIAM, Fournier st, Spitalfields, Carman Feb 11 Poultier, Queen Victoria st
BRIGHT, HORATIO, Sheffield April 6 Broomehead & Co, Sheffield
BUCKITT, WILLIAM, King's Lynn, Norfolk, Merchant April 6 Broomehead & Co, Sheffield
CATOILIA, JOSEPH, Staunton, Essex, Estate steward Feb 11 Nockolds & Wade, Bishop
Stortford
CHAPEL, REV JOHN, Aysegath, Yorks Jan 25 Chapman, Leyburn, S O, Yorks
COOK, AUGUSTA MARGORINA FLORENCE, Cheltenham Feb 8 Gilman, Southampton st,
High Holbourn
COXON, CATHERINE ANN, Alnwick, Northumberland Feb 14 Middlemass, Alnwick
CROMIE, ERNEST FRANCOIS, Paris Feb 16 Adler & Perrowe, Cophallav
ELLIE, CHRISTIANE, Hayle, Cornwall, Brewer Feb 21 Tyacke, Helston, Cornwall
FIELD, ALFRED, Bristol March 1 Barry & Harris, Bristol
FIRKEL, JOSEPH, Gloucester ter, S Keyston Feb 14 Cohen & Cohen, Finsbury circus
GAUNTLET, JOHN, Copey Dairy, Portsmouth, Dairyman Feb 8 Blamdon & Childs,
Portsmouth
GAYLOR, EDWARD, Belper, Derby, Physician Jan 25 Pym, Belper
GIBBONS, EMILY LUCY, Maidenhead Jan 21 Wedd & Mason, Maidenhead
GIBBONS, ELLIE MARIA, Maidenhead Jan 21 Wedd & Mason, Maidenhead
GOODWIN, WILLIAM THOMAS, Bexon, Bridgwater, Kent, Farmer Feb 9 Winch & Co, Sitting
bourne
GRACE, JOHN WILLIAM, West Malling, Kent Feb 1 Smiles & Co, Bedford row
GRIMMETT, ANNA, Churchoftown, Cornwall Feb 9 Chilcott & Sons, Truro
HAINES, WILLIAM, West Camel, Somerset, Farmer Feb 9 Woodforde, Castle Cary,
Somerset
HALL, ANN, Droyden, Lancs Feb 14 Richards, Denton, nr Manchester
HATTERSLEY, JOHN, Farnbrake av, Herne Hill, Rate Collector Feb 22 Tilling,
Devonshire chmbrs, Bishopsgate
HEWORTH, ANNIE, Tideswell, Derby Feb 19 Clegg, Sheffield
HIGHAM, RICHARD, Ashton upon Mersey Feb 9 Boote, Manchester
HILDITCH, JAMES, Willmow, Chester Feb 29 Hilditch, Manchester
HILL, RICHARD, Garforth, nr Leeds, Farmer March 1 Bulmer & Co, Leeds
HOOGSON, REV ADAM HESBY, Bath Jan 29 Carpenter, Bath
HOPE, THOMAS KNIGHT, Charing, Kent, Farmer Feb 16 Mowll & Mowll, Ashford
HUNT, GEORGE WATKIN, Hyde pk pl Feb 8 Hooper & Whately, Lincoln's inn fields
HUTTON, HERBERT, Ramrood, Sheffield April 6 Broomehead & Co, Sheffield
JELLINE, ABRAHAM BRADLEY KIRK, New Southgate March 1 Haamond & Richards,
Lincoln's inn fields
JENKINS, DAVID, Smethwick, Staffs Feb 15 Westwood, Birmingham
LEITH, HELEN, Hampstead Feb 11 Tucker & Co, New st, Lincoln's inn
MACMANAHAN, RICHARD KAVANAGH, Dublin March 25 Gould & Coole, Sheffield
MARTIN, ELIZA, Nottingham March 11 Watson & Co, Nottingham
MORGAN, GWENDOLINE, Lampeter, Cardigan Feb 7 Jones, Lincoln's inn fields
MOOKLEY, ANDREW, Minster id, Fulham Feb 10 Hider & Co, Jeremy et al, St James
NEWINGTON, EDMUND, Ticehurst, Sussex Feb 14 Aitkens & Andrews, Wadhurst
OSBALDSTON, THOMAS HENRY, Accrington, Ironmonger March 9 Whitaker, Accrington
PASTINGTON, ALICE, Lytham, Lancs Feb 1 Brodgen, Leigh, Lancs
PINNOCK, JAMES, Colombo, Ceylon March 1 Thompson & McMaster, Liverpool

Bankruptcy Notices.

London Gazette, FRIDAY, Jan. 11.

RECEIVING ORDERS.

- ABRAHAMS, FREDERICK, Billiter st, High Court Pet Oct 31
Ord Jan 8
ADAMS, ARTHUR ONSBY, Prince's Drive, Colwyn Bay,
Denbigh, Boarding house Keeper Bangor Pet Jan 7
Ord Jan 7
ANDERSON, ALEXANDER, Carlton, Notts, Printer's Traveller
Nottingham Pet Jan 7 Ord Jan 7
BANFIELD, THOMAS, West Bendford, Yeovil, Somerset,
Builder Youvil Pet Jan 7 Ord Jan 7
BARKER, WALTER, Huddersfield, Fish Dealer Huddersfield
Pet Jan 8 Ord Jan 8
BAXTON, CHARLES, Weymouth, Plumber Dorchester Pet
Jan 9 Ord Jan 9
BLACKET, ROBERT, Burley in Wharfedale, Yorks, Grocer
Leeds Pet Jan 8 Ord Jan 5
BODDIE, ERNEST ALFRED, South Blakenhall, Wolver-
hampton, Bootmaker Wolverhampton Pet Jan 7
Ord Jan 7
BRYANT, J. Bermonsey st, Glass Merchant High Court
Pet Dec 18 Ord Jan 8
BULL, JULIAN, Trebawne, Truro, Cornwall, Confectioner
Truro Pet Jan 9 Ord Jan 9
BULLOCK, GEORGE, Abbey Foregate, Shrewsbury, Builder
Shrewsbury Pet Jan 2 Ord Jan 8
CHALLIS, W. H., Castle st, East, Oxford circus, Builder
High Court Pet Dec 20 Ord Jan 8
CHALMOS, JOHN WILLIAM, Haltwhistle, Northumberland,
Mineral Water Manufacturer Carlisle Pet Jan 9 Ord
Jan 9
CHASCOMBE, ALBERT EDWARD, Salisbury, Tailor Salisbury
Pet Jan 7 Ord Jan 7
DUNSTON & LAWRENCE, Bromley, Builders Croydon Pet
Nov 28 Ord Jan 8
ELLIOTT, WILLIAM EDWARD, Egglestone, Durham, Grocer
Stockton on Tees Pet Dec 19 Ord Jan 4
ENGLISH, ROBERT ALFRED, Duxton rd, Stockton, Newington,
Ancton Pet Jan 6 Ord Jan 7
FLOWER, JOHN, Winton, Bournemouth, Builder Poole
Pet Dec 29 Ord Jan 9
GEORGE, EDWARD, Penshore, Worcester, Corn Merchant
Worcester Pet Jan 4 Ord Jan 9
GOOLD, EMMELINE MINER, Southwark, Hants Portsmouth
Pet Jan 7 Ord Jan 7
GOONIUS, HENRY, Mumbles, Glam Swansea Pet Jan 8
Ord Jan 8
HATCH, RICHARD MELANCHTHON, Clifton, Bristol, Dentist
Bristol Pet Jan 7 Ord Jan 7
JONES, ERNEST HENRY, Yeadon, nr Leeds, Woollen Manu-
facturer Leeds Pet Dec 22 Ord Jan 4

FIRST MEETINGS.

- ABRAHAMS, FREDERICK, Billiter st Jan 21 at 11 Bank-
ruptcy bldgs, Carey st
ALLE, WILLIAM, Norwich, Flower Grower Jan 21 at 12
Off Rec, S, King st, Norwich
BAIRDSTON, MARGARET, Saltford, Lancs, Hay Merchant
Jan 21 at 11 Off Rec, Byrom st, Manchester
BARKER, PERCY LINSLY, Pendleton, Saltford, Lancs,
Publition Jan 19 at 11.30 Off Rec, Byrom st, Man-
chester
BENNETT, ABRAHAM, Kingston upon Hull, Builder Jan 22
at 11.30 Off Rec, Trinity House, Hull
BLACKET, ROBERT, Burley in Wharfedale, Grocer Jan 23 at
12 Off Rec, 22, Park row, Leeds
- POTTS, WILLIAM, Fairfield, Darby Feb 21 Bennett & Co, Buxton
POWELL, GRAE, S Molton, Devon Feb 16 Ricard & Son, S Molton
SALES, ASTHUR GEORGE, Handsworth Feb 16 Pepper & Co, Birmingham
SALEHANS AGNES, Bampton Grange, Westmorland Feb 28 Little & Lamony, Penrith
SEWELL, JOHN, Tottenham Feb 11 Green & Son, Gray's inn sq
SHAW, MARY, Nottingham, Law Clerk Feb 18 Cox, Nottingham
SLEE, ELIJAH, Atkins rd, Clapham Park Feb 18 Taylor, Lincoln's inn fields
STARK, WILLIAM, Westcliff on Sea Feb 18 Badham & Comina, Salter's Hall ct, Cannon &
TARDELL, EDWARD LANCELOT, Brixton, Architect Feb 14 Darley & Cumberland, John st,
Bedford row
TAYLOR, WILLIAM, King's Heath, Worcester March 1 Bigbey, Birmingham
THOMAS, REV CARL DAVID WALTER, Holyhead Feb 28 Lloyd & Co, Holyhead
VILLE, ADELIE THERESE, Marseilles, France Jan 31 Haslop, Martin's inn
WHITWORTH, JOSEPH, Harrogate, Yorks Feb 28 Chadwick & Sons, Dewsbury
WILLIAMS, CHARLES, Rock Ferry, Chester, Foreman Engineer March 1 Jones & Rees,
Liverpool
WILSON, WILLIAM, Rhymeym, nr Mold, Flint Feb 9 Barber & Son, Fca et
- London Gazette*.—TUESDAY, Jan. 15.
- ADAMS, JOHN FREDERICK, Preston, Lancs Feb 12 Boddington & Co, Manchester
BAGSHAW, WALTER JOSEPH, Croydon, Bookseller Feb 18 Roberts, Old Serjeants' inn,
Chancery In
BARRATT, GEORGE OSBORNE, Crouch hill Feb 11 Billinghurst & Co, Bucklers' ur
BEAUMONT, ROBERT, Cheltenham March 1 Verrall & Borlaes, Brighton
BENWELL, GEORGE, Kingston on Thames, Timber Merchant Feb 9 Marsh & Co, Kingston
on Thames
BOOTS, ELIZABETH, Battle, Sussex Feb 23 Sankey, Hastings
BOQUEL, DOMINIQUE LOUIS, Cambridge Feb 15 Francis & Co, Cambridge
BREWIS, GEORGE ROBSON, Newcastle upon Tyne March 1 Chatfairs & Youll, Newcastle
upon Tyne
CLOUGH, RICHARD, Bury, Lancs Feb 25 Butcher & Barlow, Bury
COOPER, WILLIAM SPENCER HAWKSWORTH, Grosvenor pl Feb 16 Maconochy, Arundel &
CORBETT, CHARLOTTE, Weston super Mare Jan 31 Burroughs & Son, Bristol
CURRIE, ROBERT, Blackford Brow, Bury, Lancs Feb 23 Jones, Manchester
DAVIES, STEPHEN, Montgomery, Haulier Feb 22 Pryce, Montgomery
DAY, ANTHONY SILVESTER, Wistanstow, nr Crewe, Animal Medicine Manufacturer Feb 1
Pedley, Crews
DIXON, MARGARET, Distington, Cumberland Feb 7 Thompson, Whitehaven
FORGE, MARY, Ferme Park rd, Crouch End Feb 15 Barrett & Son, Slough, Bucks
GARBUTT, ROBERT WILSON, Tiechurst, Sussex Feb 21 Brown & Woolmough, Lincoln's
Inn fields
GILLARD, GEORGE, Bristol, Saw Maker Feb 11 Pomeroy, Bristol
GREEN, MARY ANNE, Moesley, King's Norton, Worcester Feb 2 Robbins, Birmingham
HARSTED, WILLIAM ROBERT, Cannon st, St George's in the East Feb 28 Anning & Co,
Cheapside
HOWLETT, CHARLES, Ipswich, Dealer Feb 7 Villiamy & Son, Ipswich
HUGHES, JESSE, Manningford Abbotts, Wilts, Farmer March 1 Badcliffe, Devizes
LONDONERY, MARY CORNELIA, Dowager Marchioness of, Grosvenor pl Feb 18 Atkey
& Co, Saville's, Piccadilly
LOVEJOE, MARY ANN JANE, Tedworth sq, Chelsea Feb 26 Walker & Co, Theobald's
rd, Gray's inn
RIDDELL, GROUSE, DAZIEL, Iddesleigh mans, Westminster Feb 15 Fowler & Co,
Victoria st, Westminster
VAVERSBUS, JAMES, Knockholt, Kent Feb 28 Potter & Co, Queen Victoria st
WATTS, JULIA, Norton, Surrey Feb 9 Long & Gardner, Lincoln's inn fields
WILLIAMS, BENJAMIN, Greenodd, nr Ulverston, Lancs Feb 1 Martin & Atkinson,
Ulverston
WILSON, ISABELLA RICHARDSON, Newcastle upon Tyne Feb 17 Hoyle & Co, Newcastle
upon Tyne
WILSON, JAMES HOCROFT, Wolverhampton Feb 14 May & Court, Wolverhampton

TEMPLE, WILLIAM HENDERSON, Starbeck, nr Harrogate, Slater Jan 21 at 3 Off Rec, The Red House, Duncombe pl, York
 WALTON, JOHN HENRY, Levenshulme, nr Manchester Jan 19 at 10.30 Off Rec, Byrom st, Manchester
 WHITE, WILLIAM BRICE, Craven Park rd, Harlesden, Fruiterer Jan 21 at 12 Bankruptcy bldgs, Carey st, Wood, Fred, and HERBERT WOOD, Watersheadings, Oldham, Joiners Jan 22 at 11.30 Off Rec, Greaves st, Oldham

ADJUDICATIONS.

ADAMS, ARTHUR OSBURY, Colwyn Bay, Boarding house Keeper Bangor Pet Jan 7 Ord Jan 7
 ANDERSON, ALEXANDER, Carlton, Notts, Printer's Traveller Nottingham Pet Jan 7 Ord Jan 7
 BAILEY, CHARLES STEPHEN, Bristol, Tool Merchant Bristol Pet Dec 5 Ord Jan 9
 BANFIELD, THOMAS, West Hendford, Yeovil, Somerset, Builder Yeovil Pet Jan 7 Ord Jan 7
 BARKER, WALTER, Huddersfield, Fish Dealer Huddersfield Pet Jan 8 Ord Jan 8
 BAUNTON, CHARLES, Weymouth, Plumber Dorchester Pet Jan 9 Ord Jan 9
 BLAKLEY, ROBERT, Barley in Wharfedale, Yorks, Grocer Leeds Pet Jan 5 Ord Jan 5
 BOODY, ANTHONY DAVID, and JOHN READ BOODY, Norwich, Builders Norwich Pet Nov 23 Ord Jan 9
 BUDDE, ERNEST ALFRED, Wolverhampton, Bootmaker Wolverhampton Pet Jan 7 Ord Jan 7
 BULL, JULIAN, Trehaverne, Truro, Cornwall, Confectioner Truro Pet Jan 9 Ord Jan 9
 CHARLTON, JOHN WILLIAM, Haltwhistle, Northumberland, Mineral Water Manufacturer Carlisle Pet Jan 9 Ord Jan 9
 CHINCHIN, ALBERT EDWARD, Salisbury, Wilts, Tailor Salisbury Pet Jan 7 Ord Jan 8
 ENRIGHT, ROBERT ALFRED, Doford rd, Stoke Newington, Auctioneer Edmonton Pet Jan 7 Ord Jan 7
 FRANKS, JACOB, Cheshire st, Poplar, Milliner High Court Pet Dec 8 Ord Jan 9
 GOAD, EMMELINE MINNIE, South ea, Hants Portsmouth Pet Jan 7 Ord Jan 7
 GOODMAN, HENRY, Mumbles, Glam Swanso Pet Jan 8 Ord Jan 8
 HANNAN, ROBERT CHARLES, Connaught Mans, Bitterne, Dramatic Author Wandsworth Pet Nov 29 Ord Jan 7
 HATCH, RICHARD MELANCTHON, Clifton, Bristol, Dentist Bristol Pet Jan 7 Ord Jan 7
 JONES, ERNEST HENRY, Yeadon, nr Leeds, Woollen Manufacturer Leeds Pet Dec 22 Ord Jan 8
 JONES, EDWARD, Bulford Camp, Wilts, Range Superintendent Salisbury Pet Jan 9 Ord Jan 9
 LAMBERT, JOHN, Blaenawr, Glam, Tipper Cardiff Pet Jan 7 Ord Jan 7
 McNICOL, SAMUEL STITT, Delford, Epping, High Court Pet Nov 17 Ord Jan 9
 MERRIMAN, RICHARD WILLIAM CHARLES DALSYMPLE, Brighton, Brighton Pet Dec 21 Ord Jan 7
 PICKERSGILL, THOMAS WILLIAM, Bramley, Leeds Leeds Pet Jan 9 Ord Jan 9
 RAWLINGS, WILLIAM, Totterdown, Bristol, Brewery Employe Bristol Pet Jan 9 Ord Jan 9
 REINICK, RUDOLPH CHARLES AUGUSTUS, Durham ter, Westbourne grange, High Court Pet Oct 13 Ord Dec 13
 SCARF, ALICE JOHN, Tailor Coventry Pet Jan 7 Ord Jan 7
 SIMPSON, WILLIAM HENRY, Haywards Heath, Butcher Brighton Pet Jan 9 Ord Jan 9
 SISMA, LIKE, Hoxton st, Hoxton, Hk, High Court Pet Dec 19 Ord Jan 9
 STANFORD, WILLIAM BEAUCHAMP, Elsham rd, Holland rd, Kensington, Army Tutor High Court Pet Jan 9 Ord Jan 9
 TAYLOR, ROBERT, St Philips, Bristol, Baker Bristol Pet Dec 22 Ord Jan 9
 TREG, GEORGE, Edmondstone, Pesygraig, Glam, Labourer Pontypridd Pet Jan 7 Ord Jan 7
 TEMPLE, WILLIAM HENDERSON, Starbeck, nr Harrogate, Slater York Pet Jan 7 Ord Jan 7
 TERRY, GEORGE, Middlesbrough, General Dealer Middlebrough Pet Jan 7 Ord Jan 7
 THOMPSON, ROBERT, Colchester, Tailor Colchester Pet Jan 9 Ord Jan 9
 TIMBURY, CHARLES, Warminster, Wilts, Coachbuilder Frome Pet Jan 9 Ord Jan 9
 WALTON, JOHN HENRY, Levenshulme, nr Manchester Manchester Pet Dec 21 Ord Jan 7
 WHITE, FRANK, Hythe, Kent, Builder Canterbury Pet Dec 18 Ord Jan 7
 WHITE, WILLIAM BRICE, Craven Park rd, Harlesden, Fruiterer High Court Pet Jan 8 Ord Jan 8
 WILSON, ARTHUR CHARLES, South Norwood, Baker Croydon Pet Jan 8 Ord Jan 8
 WORLOMUTH, CONRAD JOHN, Ixworth, Suffolk, Wine Merchant Bury St Edmunds Pet Nov 23 Ord Jan 8

ADJUDICATION ANNULLED.

BOCOCK, EVERARD, Nottingham, Joiner Nottingham Adjud Jan 30, 1899 Annul Dec 14, 1906

London Gazette.—TUESDAY, Jan. 15.

RECEIVING ORDERS.

AMES, JOHN EDWARD, Leeds, Leeds Pet Jan 10 Ord Jan 10
 APPLEYARD, FRANK, Carnforth, Lancs, Clothier's Assistant Preston Pet Jan 12 Ord Jan 12
 AUSTIN, PETER, Nantyffyllon, Maesieg, Glam, Collier Cardiff Pet Jan 11 Ord Jan 11
 BARCROFT, JOHN, just South Shore, Blackpool, Wine Merchant's Traveller Preston Pet Nov 26 Ord Jan 11
 BEARD, EDWARD, High Green, nr Barnsley, Licensed Victualler Barnsley Pet Dec 31 Ord Jan 11
 BENNETT, CHARLES HOWSON, Buxton, Staffs, Artist Hanley Pet Jan 19 Ord Jan 12
 BIRSBOME, JAMES, Dorchester, Farmer Poole Pet Jan 11 Ord Jan 11
 BISHOP, DOMINIC, Wolverhampton, Butcher Walsall Pet Jan 9 Ord Jan 9

BUCHANAN, EMMA JANE, Bristol Bristol Pet Jan 11 Ord Jan 11
 BURNLEY, ROSA JANE, Darlington Stockton on Tees Pet Jan 9 Ord Jan 9
 COHEN, LIONEL LOUIS, Garway rd, Bayswater, Jeweller High Court Pet Jan 10 Ord Jan 10
 COLDCOTT, ALFRED, Pershore, Worcester, Cab Proprietor Worcester Pet Jan 11 Ord Jan 11
 CONNELLY, JAMES, Northwich, Cycle Mechanic Crewe Pet Jan 10 Ord Jan 10
 CROSLAND, HORACE, Sheffield, Provision Merchant Sheffield Pet Jan 10 Ord Jan 10
 DAVIS, H., High rd, Chiswick, Tailor Brentford Pet Dec 11 Ord Jan 11
 DOUDIE, RICHARD HENRY, Plymouth, Farmer Plymouth Pet Jan 10 Ord Jan 10
 FIRTH, AARON, Wakefield Wakefield Pet Jan 10 Ord Jan 10
 FIREGARD, FREDERICK, Lyneham, Wilts, Farmer Swindon Pet Jan 12 Ord Jan 12
 GAMBY, HERBERT, Siston Dale, Nottingham, Fruit Merchant Nottingham Pet Jan 12 Ord Jan 12
 GODDARD, JAMES, Knutsford, Chester, Gardener Manchester Pet Jan 11 Ord Jan 11
 GOMM, FRANK, Amersham, Bucks, Coal Merchant Aylesbury Pet Jan 11 Ord Jan 11
 HAMCOCK, ELIZA, Cambridge Cambridge Pet Dec 20 Ord Jan 12
 HARGRAVES, JOHN, Blackburn, Grocer Blackburn Pet Jan 10 Ord Jan 10
 HARMAN, E. P., Brook green, Hammersmith, Furniture Dealer Jan 25 at 2.30 Bankruptcy bldgs, Carew st, HATTON, RICHARD MELANCTHON, Clifton, Bristol, Dentist Jan 23 at 12.30 Off Rec, 26 Baldwin st, Bristol HERRING, ROBERT CHARLES, Chelmsford, Coal Merchant Feb 6 at 3.30 Shirehall, Chelmsford HOLY, ERNEST, Chorley, Lancs, Blacksmith Jan 25 at 3.15 Exchange st, Bolton JONES, PHILIP EDMUND, Belford Camp, Wilts, Range Superintendent Jan 25 at 11.30 Off Rec, City chamber, Catherine st, Salisbury JUDGE, PRACY PROCTOR, Folkingham, Lincs, Chemist Jan 23 at 12.15 The Angel Hotel, Bourne MARKE, A. J., Fordwicke rd, West Hampstead Jan 25 at 11 Bankruptcy bldgs, Carew st NEEDHAM, JOSEPH, Leeds, Coal Hawker Jan 24 at 11.30 Off Rec, 22 Park row, Leeds PHILLIPS, WILLIAM HENRY, Irlam, nr Manchester, Commercial Clerk Jan 25 at 3 Off Rec, Byrom st, Manchester PICKERSGILL, THOMAS WILLIAM, Bramley, Leeds Jan 25 at 11.30 Off Rec, 22 Park row, Leeds RAWLINGS, WILLIAM, Totterdown, Bristol, Brewery Employe Jan 25 at 11.45 Off Rec, 26 Baldwin st, Bristol SCHREIBER, ARTHUR GORDON, Insole, Devon Jan 24 at 3.45 High st, Barnstable SIMPSON, WILLIAM HENRY, Hayward's Heath, Sussex, Butcher Jan 25 at 11 Off Rec, 4, Pavilion bldg, Brighton STAIT, FRANK EDWARD, Henley in Arden, Warwick, Merchant's Manager Jan 25 at 11.30 Off Rec, 8, High st, Coventry STANSFIELD, WILLIAM BEAUCHAMP, Elsham rd, Holland rd, Kensington, Army Tutor Jan 25 at 11 Bankruptcy bldgs, Carew st STRONG, EDWARD S., Stockwell av, London Jan 25 at 13 Bankruptcy bldgs, Carew st THOMPSON, PERRY SEN., Horsham, Surrey, Market Gardener Jan 24 at 11.30 132, York rd, Westminster Bridge THOMPSON, ROBERT, Colchester, Tailor Feb 8 at 11 Cups Hotel, Colchester TIBBURY, CHARLES, Warminster, Wilts, Coachbuilder Jan 23 at 12 Off Rec, 26 Baldwin st, Bristol TOWNSEND, JOSEPH, Golcar, nr Huddersfield, Builder Jan 24 at 3.30 Off Rec, Prudential bldgs, New st, Huddersfield TYLER, J. B., Westbury, Wilts Jan 25 at 11.30 Off Rec, 26 Baldwin st, Bristol VERNON, ENOCH, Hazel Grove, Cheshire, Fruiterer Jan 24 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport WARBURTON, GEORGE, Radcliffe, Lancs, Pork Butcher Jan 24 at 12 Exchange st, Bolton WINTERFIELD, H., Watney st, Commercial rd, Confectioner Jan 24 at 12 Bankruptcy bldgs, Carew st

GOOSMAN, HENRY, Mumbles, Glam Jan 24 at 12 Off Rec, 31, Alexandra rd, Swansea

HARMAN, E. P., Brook green, Hammersmith, Furniture Dealer Jan 25 at 2.30 Bankruptcy bldgs, Carew st, HATTON, RICHARD MELANCTHON, Clifton, Bristol, Dentist Jan 23 at 12.30 Off Rec, 26 Baldwin st, Bristol HERRING, ROBERT CHARLES, Chelmsford, Coal Merchant Feb 6 at 3.30 Shirehall, Chelmsford HOLY, ERNEST, Chorley, Lancs, Blacksmith Jan 25 at 3.15 Exchange st, Bolton

JONES, PHILIP EDMUND, Belford Camp, Wilts, Range Superintendent Jan 25 at 11.30 Off Rec, City chamber, Catherine st, Salisbury

JUDGE, PRACY PROCTOR, Folkingham, Lincs, Chemist Jan 23 at 12.15 The Angel Hotel, Bourne

MARKE, A. J., Fordwicke rd, West Hampstead Jan 25 at 11 Bankruptcy bldgs, Carew st

NEEDHAM, JOSEPH, Leeds, Coal Hawker Jan 24 at 11.30 Off Rec, 22 Park row, Leeds

PHILLIPS, WILLIAM HENRY, Irlam, nr Manchester, Commercial Clerk Jan 25 at 3 Off Rec, Byrom st, Manchester

PICKERSGILL, THOMAS WILLIAM, Bramley, Leeds Jan 25 at 11.30 Off Rec, 22 Park row, Leeds

RAWLINGS, WILLIAM, Totterdown, Bristol, Brewery Employe Jan 25 at 11.45 Off Rec, 26 Baldwin st, Bristol

SCHREIBER, ARTHUR GORDON, Insole, Devon Jan 24 at 3.45 High st, Barnstable

SIMPSON, WILLIAM HENRY, Hayward's Heath, Sussex, Butcher Jan 25 at 11 Off Rec, 4, Pavilion bldg, Brighton

STAIT, FRANK EDWARD, Henley in Arden, Warwick, Merchant's Manager Jan 25 at 11.30 Off Rec, 8, High st, Coventry

STANSFIELD, WILLIAM BEAUCHAMP, Elsham rd, Holland rd, Kensington, Army Tutor Jan 25 at 11 Bankruptcy bldgs, Carew st

TIBBURY, CHARLES, Warminster, Wilts, Coachbuilder Jan 23 at 12 Off Rec, 26 Baldwin st, Bristol

TOWNSEND, JOSEPH, Golcar, nr Huddersfield, Builder Jan 24 at 3.30 Off Rec, Prudential bldgs, New st, Huddersfield

TYLER, J. B., Westbury, Wilts Jan 25 at 11.30 Off Rec, 26 Baldwin st, Bristol

VERNON, ENOCH, Hazel Grove, Cheshire, Fruiterer Jan 24 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport

WARBURTON, GEORGE, Radcliffe, Lancs, Pork Butcher Jan 24 at 12 Exchange st, Bolton

WINTERFIELD, H., Watney st, Commercial rd, Confectioner Jan 24 at 12 Bankruptcy bldgs, Carew st

ADJUDICATIONS.

AMES, JOHN EDWARD, Leeds Leeds Pet Jan 10 Ord Jan 10

ANSTELL, A., Ilford, Essex, Tobacconist Chelmsford Pet Oct 10 Ord Jan 10

APPLEBYARD, FRANK, Carnforth, Lancs, Clothier's Assistant Preston Pet Jan 12 Ord Jan 12

AUSTIN, PETER, Nantyffyllon, Maesieg, Glam, Collier Cardiff Pet Jan 11 Ord Jan 11

BANCROFT, JOHN, just South Shore, Blackpool, Wine Merchant's Traveller Preston Pet Nov 26 Ord Jan 12

BENNETT, CHARLES HOWSON, Buxton, Staffs, Artist Hanley Pet Jan 12 Ord Jan 12

BEVERCOMBE, JAMES, Dorchester, Farmer Poole Pet Jan 11 Ord Jan 11

BISHOP, DOMINIC, Wolverhampton, Butcher Walsall Pet Jan 9 Ord Jan 9

BOUTTER, OSCAR, Lloyd's av, Commission Agent High Court Pet Dec 4 Ord Jan 11

BOUCHAN, EMMA JANE, Bristol, Proprietor of a Nursing Home Bristol Pet Jan 11 Ord Jan 11

BULLOCK, GEORGE, Abbey Foregate, Shrewsbury, Builder Shrewsbury Pet Jan 2 Ord Jan 12

BUNLEY, ROSA JANE, Darlington Stockton on Tees Pet Jan 9 Ord Jan 9

CARWELL, WILLIAM EDWARD, Castle st East, Oxford circus, Builder High Court Pet Dec 20 Ord Jan 11

COHEN, LIONEL LOUIS, Garway rd, Bayswater, Jeweller High Court Pet Jan 10 Ord Jan 10

COLDCOTT, ALFRED, Pershore, Worcester, Cab Proprietor Worcester Pet Jan 11 Ord Jan 11

CONNELLY, JAMES, Northwich, Cycle Mechanic Northwich and Crewe Pet Jan 10 Ord Jan 10

CROSLAND, HORACE, Sheffield, Provision Merchant Sheffield Pet Jan 10 Ord Jan 10

DODGE, RICHARD HENRY, Plymouth, Farmer Plymouth Pet Jan 10 Ord Jan 10

EYREWOOD, EDWIN, St John's hill, Battersea, Builder Wandsworth Pet Jan 4 Ord Jan 10

FIRTH, AARON, Wakefield Wakefield Pet Jan 10 Ord Jan 10

FREREARD, FREDERICK, Lymeham, Wilts, Farmer Swindon Pet Jan 12 Ord Jan 12

GAMY, HERBERT, Siston Dale, Notts, Fruiterer Nottingham Pet Jan 12 Ord Jan 12

GEORGE, EDMUND, Pershore, Worcester, Corn Merchant Worcester Pet Jan 4 Ord Jan 11

GODDARD, JAMES, Knutsford, Chester, Gardener Manchester Pet Jan 11 Ord Jan 11

GOMM, FRANK, Amersham, Bucks, Coal Merchant Aylesbury Pet Jan 11 Ord Jan 11

HALL, LINCOLN GEORGE, Birmingham, Teacher of Music Birmingham Pet Dec 21 Ord Jan 2

HARROD, ELIZA, Cambridge Cambridge Pet Dec 20 Ord Jan 12

HARVEY, ALBERT WOOLLEY, Uttoxeter, Staffs, Greengrocer Burton-on-Trent Pet Jan 11 Ord Jan 11

HOGES, JOHN, Truro, Builder Truro Pet Jan 10 Ord Jan 10

HOLY, ERNEST, Chorley, Lancs, Blacksmith Bolton Pet Jan 10 Ord Jan 10

MCNAUL, JOHN, Monk Bretton, nr Barnsley, Coal Miner Jan 24 at 10.30 Off Rec, 7, Barnsley, Barnsley

ELLIF, WILLIAM EDWARD, Highgate, Durban, Grocer Jan 23 at 8 Off Rec, 8, Albert st, Middlesbrough

EVANS, EDWIN, St John's hill, Battersea, Builder Wandsworth Pet Jan 4 Ord Jan 10

FRITH, AARON, Wakefield Jan 24 at 2.30 Off Rec, 6, Bold Street, Walsden

FLOWER, JOHN, Winton, Bournemouth, Builder Jan 20 at 4 Morris Curtis & Son, Market pl, Poole

GROSER, EDMUND, Pershore, Worcester, Corn Merchant Jan 24 at 10.30 132, York rd, Worcester

GOOSMAN, HUMPHREY, Mumbles, Glam Jan 24 at 12 Off Rec, 31, Alexandra rd, Swansea

HARMAN, E. P., Brook green, Hammersmith, Furniture Dealer Jan 25 at 2.30 Bankruptcy bldgs, Carew st, HATTON, RICHARD MELANCTHON, Clifton, Bristol, Dentist Jan 23 at 12.30 Off Rec, 26 Baldwin st, Bristol

HERRING, ROBERT CHARLES, Chelmsford, Coal Merchant Feb 6 at 3.30 Shirehall, Chelmsford

HOLY, ERNEST, Chorley, Lancs, Blacksmith Jan 25 at 3 Exchange st, Bolton

JONES, JOHN EDWARD, Leeds Leeds Pet Jan 10 Ord Jan 10

KINSELL, ARTHUR, Warminster, Wilts, Coachbuilder Jan 23 at 12 Off Rec, 26 Baldwin st, Bristol

LAWRENCE, JAMES, Cambridge Cambridge Pet Dec 20 Ord Jan 12

LEWIS, ROBERT, Wigan, Lancs, Coal Hawker Jan 24 at 11.30 Off Rec, 22 Park row, Leeds

PHILLIPS, WILLIAM HENRY, Irlam, nr Manchester, Commercial Clerk Jan 25 at 3 Off Rec, Byrom st, Manchester

PICKERSGILL, THOMAS WILLIAM, Bramley, Leeds Jan 25 at 11.30 Off Rec, 22 Park row, Leeds

RAWLINGS, WILLIAM, Totterdown, Bristol, Brewery Employe Jan 25 at 11.45 Off Rec, 26 Baldwin st, Bristol

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SIMPSON, WILLIAM HENRY, Hayward's Heath, Sussex, Butcher Jan 25 at 11 Off Rec, 4, Pavilion bldg, Brighton

STAIT, FRANK EDWARD, Henley in Arden, Warwick, Merchant's Manager Jan 25 at 11.30 Off Rec, 8, High st, Coventry

STANSFIELD, WILLIAM BEAUCHAMP, Elsham rd, Holland rd, Kensington, Army Tutor Jan 25 at 11 Bankruptcy bldgs, Carew st

TIBBURY, CHARLES, Warminster, Wilts, Coachbuilder Jan 23 at 12 Off Rec, 26 Baldwin st, Bristol

TOWNSEND, JOSEPH, Golcar, nr Huddersfield, Builder Jan 24 at 3.30 Off Rec, Prudential bldgs, New st, Huddersfield

TYLER, J. B., Westbury, Wilts Jan 25 at 11.30 Off Rec, 26 Baldwin st, Bristol

VERNON, ENOCH, Hazel Grove, Cheshire, Fruiterer Jan 24 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport

WARBURTON, GEORGE, Radcliffe, Lancs, Pork Butcher Jan 24 at 12 Exchange st, Bolton

WINTERFIELD, H., Watney st, Commercial rd, Confectioner Jan 24 at 12 Bankruptcy bldgs, Carew st

Jan. 19, 1907.

HOWE, JOHN DELANOY, Rhyl, Flint	Bangor	Pet Jan 10
HOWELL, ALFRED	Birmingham	Licensed Victualler
	Birmingham	Pet Jan 5 Ord Jan 10
KENT, GEORGE CHARLES	Southend-on-Sea	Furniture Dealer
	Chelmsford	Pet Jan 9 Ord Jan 9
LONDON, ANNIE	St Martin's-in-Charing Cross	High Court Pet Oct 18 Ord Dec 13
LOTHOUSE, CHARLES GEORGE	Bentley Hill, Yarm, Yorks,	Joiner Northallerton Pet Jan 10 Ord Jan 10
MATERS, THOMAS WALSH	Walsall	Harness Furniture Manufacturer
	Walsall	Pet Jan 8 Ord Jan 8
NEDDHAM JOSEPH	Leeds	Coal Hawker
	Leeds	Pet Jan 10 Ord Jan 10
PALMER, FRANK JOHN	Pembroke Dock	Pembroke, Hairdresser
	Pembroke Dock	Pet Jan 10 Ord Jan 10
PHILLIPS, JOHN ALBRETT	Worth, St. Lawrence, Pembroke, Farmer	Pembroke Dock Pet Jan 12 Ord Jan 12
PRICE, THOMAS JOHN	Brynhwyd, Swansea	Copper Shearer
	Swansea	Pet Jan 11 Ord Jan 11
SMITH, JAMES MACDONALD	Sheffield	Provision Merchant
	Sheffield	Pet Jan 11 Ord Jan 11
SMITH, JOHN ALBERT	Oxford	Bootmaker
	Oxford	Pet Jan 9 Ord Jan 9
STAFT, FRANK EDWARD	Henley in Arden, Warwick, Merchant's Manager	Warwick Pet Dec 21 Ord Jan 10
THOMAS, JOHN, Onllwyn, Glam.	Labourer	Aberavon Pet Jan 10 Ord Jan 10
TOWNSEND, JOSEPH	Golcar, nr Huddersfield	Builder
	Huddersfield	Pet Jan 10 Ord Jan 10
WAIRBURTON, GEORGE	Badcliffe, Lanes, Pork Butcher	Bolton Pet Jan 10 Ord Jan 10
WILLOUGHBY, GERTRUDE BLANCHE	Mistley, Essex, Schoolmistress	Colchester Pet Jan 12 Ord Jan 12

Telephone: 602 Holborn.
EDE, SON AND RAVENSCROFT
FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.
ROBE MAKERS.  **COURT TAILORS.**
To H.M. THE KING & H.M. THE QUEEN.

SOLICITORS' GOWNS.
LEVEES SUITS IN CLOTH & VELVET.
Wigs for Registrars, Town Clerks, & Coroners.
CORPORATION & UNIVERSITY GOWNS.

93 & 94, CHANCERY LANE, LONDON.

The Companies Acts, 1862 to 1900.



Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in Stock for immediate use. SHARE CERTIFICATES, DEBENTURES, &c., engraved and printed. OFFICIAL SEALS designed and executed.

Solicitors' Account Books.

RICHARD FLINT & CO.,
Stationers, Printers, Engravers, Registration Agents, &c.,
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Annual and other Returns Stamped and Filed.

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In the High Court of Justice, Chancery Division.—1901, S., No. 1,117.—Mr. Justice Parker.—Re William Richard Sutton, deceased. Sutton and Others v. Attorney-General.

By order of the Trustees of William Richard Sutton, Esq., deceased, acting under the direction of the Court of Chancery.

Important SALE of 30 FREEHOLD and LONG LEASEHOLD SHOPS, PRODUCING £2 4/- PER ANNUM, Situated in the main thoroughfares of established districts in North London. Also TWO well-secured FREEHOLD GROUND-RENTS of £20 per annum each, forming the first portion of the Estates of the late William Richard Sutton, Esq.

M. R. W. VINCENT JULL (of the firm of Messrs. HORNE & CO.), instructed to SELL by AUCTION, in Lots, at the MART, Tokenhouse-yard, E.C., on TUESDAY, FEBRUARY 19, 1907, at TWO o'clock:—30 Valuable FREEHOLD and LONG LEASEHOLD SHOPS, let to excellent tenants, and offering secure and improving Investments to trustees and others.

Lots.	Property.	Holding.	Rents.
1 to 5	324, 326, 330A, 330B, and 330C, Holway-road	Leasehold	£ 530
6 to 14	1 to 9, Electric-parade, Seven Sisters-road	Ditto	£ 340
15 to 20	28 to 43, Topsfield-parade, Crouch End	Freehold	£ 570
21 & 22	37 and 44, Topsfield-parade, Crouch End	Freehold	£ 40
23 to 27	1, 2, 2A, 3, 6, and 7, Station-parade, Highgate Hill	Leasehold	£ 452
28	1, Victoria-parade, Muswell Hill	Freehold	£ 110
29 to 32	351, 355, 357, and 359, High-road, Wood Green	Ditto	200

Particulars may be obtained (when ready) of Messrs. Lamb, Son, & Prince, Solicitors 17, Ironmonger-lane, E.C.; Sutton Estate Office, Spence House, South-place, Moorgate street, E.C.; and of Messrs. Horne & Co., Auctioneers, 83, Gresham-street, E.C., and 8, Delahay-street, Westminster.

By order of the Mortgagors. WOOD GREEN.—Excellent FREEHOLD SHOPS and STAHLING in the main road.

MESSRS. HORNE & CO. will SELL BY AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, FEBRUARY 19, 1907, at TWO o'clock:—

The commanding FREEHOLD SHOPS and STAHLING. Nos. 264 and 266, High-road, Wood Green, situated in the centre of a busy and improving shopping district, and both let to tenants on repairing leases, having long terms to run at very low rents; also a Range of STAHLING in the rear, approached from Canning-crescent, all let to weekly or monthly tenants. The whole at present producing £150 per annum.

Particulars of Messrs. Jennings, Son, & Allen, Solicitors, 69, Leadenhall-street, E.C.; and of Messrs. Horne & Co., 83, Gresham-street, E.C., and 8, Delahay-street, Westminster.

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By order of the Executors of the late John Crowle, Esq. In the ROYAL BOROUGH OF KENSINGTON.

No. 13, BRAMHAM GARDENS.—Commodious TOWN RESIDENCE, containing eleven good bedrooms, dressing and bath-rooms, drawing-room, morning-room, dining-room, lounge, and offices; let on lease at £230; lease 60 years; ground-rent £40.

No. 85, CROMWELL ROAD.—The highly-important BUSINESS PREMISES, situate at the corner of Cromwell and Gloucester-roads, and comprising double-fronted shop and dwelling-house; let upon lease for 21 years at £225 per annum; lease 44 years; very low ground-rent £10 per annum.

EARL'S COURT ROAD (Nos. 3 and 4, Fopstone-road).—TWO RESIDENCES, each sixteen rooms, bath, room, and offices; No. 3 in hand, No. 4 let on lease at £100; leases 66 years; ground-rent £13 10s. per house.

EDWARD'S SQUARE (Nos. 1 to 6, Edward-studios).—A substantial BUILDING, comprising six suites of rooms, let at annual rentals of from £65 to £75; Leighton Lodge, containing two suites of rooms; let at £75 per annum; and a compact Block of Stabling Premises, let upon lease until March, 1910, at the yearly rent of £350. The whole held for a term, expiring in 1910, at a ground-rent of £50 per annum.

No. 28, 30, 32, and 34, Fenelon-road, Warwick-road.—FOUR six-roomed HOUSES, let and producing £161 per annum; ground-rent 3½ years; peppercorn ground-rent.

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ACTON.

No. 1, 3, 5, 7, 9, and 11, GOLDSMITH AVENUE.—SIX ATTRACTIVE RESIDENCES, each 9 rooms, bath-room, &c.; let on agreement at £40 per annum each; leases 76 years; ground-rent £4 10s. each; in separate Lots.

No. 64, STANLEY ROAD.—FREEHOLD PROPERTY, known as ST. IVES LAUNDRY, and comprising dwelling-house, with laundry buildings; let on lease for 31 years, at £45 per annum.

GROUND-RENTS of £13 10s., secured on Nos. 28, 28, and 30, Perry-road, Acton; lease 73 years unexpired.

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DOUGLAS YOUNG & CO. will SELL the above by AUCTION, at the MART, E.C., on WEDNESDAY, FEBRUARY 27, at TWO.—Plans, particulars, and conditions of sale of the Solicitors, Messrs. Nicoll, Monroe, & Atkinson, 31, Queen Victoria-street, E.C.; Messrs. Turner & Co., 34 and 35, High Holborn, W.C.; or of the Auctioneers, 31, Coleman-street, E.C.

Telephone: 833 Westminster Nat.; 1,161 Victoria, P.O. Telegrams: "Decideable, London."

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